

DEPARTMENT OF TRANSPORTATION**ADMINISTRATION**

DIVISION OF PROCUREMENT AND CONTRACTS MS-67

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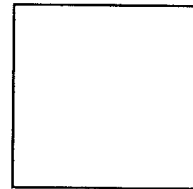
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09/23/2004

**Addendum 4 To
Invitation for Bid
56a0108****Hazardous Waste Spill Removal and Clean up on California Highways**

This Addendum establishes the following:

**YOUR RETURN
ADDRESS****Agreement No. 56a0108****Bid Due Date: 10/12/04****Bid Due Time: 2:15 P.M.****Bid Opening Time: 2:30 P.M.****Attn: Bid Unit****"BID SUBMITTAL - DO NOT OPEN"**Department of Transportation, MS-67
Division of Procurement and Contracts
1727 30th Street
Sacramento, CA 95816-7006

1. This Addendum replaces IFB language Section B) Bidder's Minimum Qualifications, Item 1 Licenses, Permits, and Certifications, and Sample Standard Agreement language, Exhibit D Item 16 Paragraph A to read as follows:

Bidder, when it's within its' service type capabilities, must provide all applicable licenses, certifications, and permits for the response to, identification of and removal of Hazardous Waste and Hazardous Substances spilled on California State Highways. Copies of all applicable licenses, permits, and certifications, including but not limited to, hazardous waste hauler license, hazardous substance removal contractor certificate, asbestos removal certification, tire haulers permit, confined space entry plan, hazardous waste of concern permit, and bio-hazard certificate are required.

2. This Addendum replaces IFB language Section B) Bidder's Minimum Qualifications, Item 5 Hazardous Material Plan to read as follows:

Hazardous Material Plan: Bidder will provide a copy of their Hazardous Material Plan (Business Emergency Response) and DTSC permit for the transfer of hazardous materials on Field Office Site when storing waste over DTSC storage thresholds.

3. This Addendum replaces IFB language Section C) Bid Requirements and Information, Item 14 Standard Conditions of Service Paragraph G to read as follows:

No oral understanding or agreement shall be binding on either party.

4. This Addendum deletes IFB language Section C) Bid Requirements and Information, Item 14 Standard Conditions of Service Paragraph H:
5. This Addendum replaces IFB language Section C) Bid Requirements and Information, Item 15 Subcontracting Provisions/List Paragraph B & C and Sample Standard Agreement language, Exhibit D Item 3 Paragraphs C & D are to read as follows:

IFB language.

- B. Each bidder intending to subcontract a portion of the work shall list on the Subcontracting Provisions/List:

1. The name and the location of the place of business of each subcontractor who will perform work, labor, or render service to the Contractor.
2. The portion of the work which will be done by each such subcontractor.

- C. A sheet for listing subcontractors is included in the Bid Proposal.

Sample Standard Agreement language.

- C. Each bidder intending to subcontract a portion of the work shall list on the Subcontracting Provisions/List:

1. The name and the location of the place of business of each subcontractor who will perform work, labor, or render service to the Contractor.
2. The portion of the work which will be done by each such subcontractor.

- D. A sheet for listing subcontractors is included in the Bid Proposal.

6. This Addendum replaces the following Sample Standard Agreement language Exhibit A Standard Agreement Scope of Work Paragraph 10 Item S to read as follows:

- S. District HazMat Manager in charge at the spill site shall authorize the Contractor to transfer the Hazardous Materials by signing the Generator Uniform Hazardous Waste Manifest.
7. This Addendum replaces the following Sample Standard Agreement language Exhibit B - Standard Agreement Budget Detail And Payment Provisions Paragraph 16 Item D 15) to read as follows:
- 15) Contractor may transport Hazardous Materials from an emergency spill to a Caltrans Maintenance Facility or to a California Department of Toxic Substance Control (DTSC) registered Transfer Storage and Disposal Facility (TSDF). Costs of hauling directly from the spill site to the landfill or recycler shall be paid per the Contractor's rates in **Attachment 1 Revised (ADM-1412 REV. 09/04)**. Only one transport rate shall be paid per transport of containers. Material that is rejected at a waste disposal facility and requires transport to a secondary facility will be at the cost of the Contractor.
8. This Addendum replaces the following Sample Standard Agreement language Exhibit D - Standard Agreement Special Terms And Conditions Paragraph 2 Item C to read as follows:
- C. Any subcontract, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
9. This Addendum replaces the following Sample Standard Agreement language Exhibit E - Standard Agreement Special Provisions Paragraph 2 Items A and B to read as follows:

2. Response Equipment

A. Transportation Equipment.

- One ton or smaller pickup truck or van.
- 3-Axle truck.
- Gear truck (Van) (2 axle One ton or larger minimum).
Shall be equipped with but not limited to the following equipment: First Aid Kit, Miscellaneous hand tools (as listed in Section E below), shovels, brooms, external power generator (4 KW or larger), air supply or compressor for adequately powering pneumatic air tools, and drum dolly.
- Emergency response vehicle.
Emergency response vehicle shall be equipped with, but not limited to, First Aid Kit, Personal Protective Equipment (PPE), air supply or compressor (adequately powering pneumatic air tools), external power

generator (4 KW or larger), and equipment listed in Sections E and F (below).

- Semi-end dump truck (up to 20 CU Yd capacity)*.
- Vacuum Truck*.
- Truck and transfer trailer*.
- Roll off bin (single and/or dual capacity) truck*.
- Enclosed Cargo type trailer and/or van **

*Use of subcontractor is permissible.

** Required when noted within contractor capabilities for biohazard transport.

B. Remedation and Containment Equipment

- Loader and required transport truck and trailer*.
- Loader/Backhoe combination and required transport truck and trailer*.
- Skid Steered type loader (i.e. bobcat) and required transport truck and trailer*.
- Excavator* and required transport truck and trailer.
- Crane* and required transport truck and trailer.
- Dozer* and required transport truck and trailer.
- Bins (10 yard, 20 yard, 40 yard)*.
- 85 gallon DOT Approved recovery drum.
- 55 gallon DOT Approved steel drum (new).
- DOT approved transport containers (5, 10, 20, and 30 gallon size).

*Use of subcontractor is permissible.

10. This Addendum replaces the following Sample Standard Agreement language Exhibit E - Standard Agreement Special Provisions Paragraph 4 Program Operations to read as follows:

Response Operations

Contractor must maintain the resources to provide and maintain response services and to support continuous program operation for the duration of the agreement.

Field Offices

Contractor shall maintain and utilize its field office(s) as specified on Attachment 1 Revised (ADM-1412 REV. 09/04), Bid Proposal.

For purposes of this Section "Field Office" is defined as a specific location within a designated area/county, adequately staffed, stationed with emergency response equipment, and equipped to serve as the headquarters of the contractor for the awarded agreement. Minimum Field Office requirements are as follows:

- The Contractor shall maintain the following required and minimum numbers and types of personnel as identified pursuant to the Personnel Resources for the designated Area(s) per Exhibit E, Section 3.
- The Contractor shall maintain and provide to the Caltrans Contract Manager a roster of all personnel that are assigned to perform work under the agreement. The roster, identifying each staff member by name and classifications (at each spill, the person may hold a different classification, depending on personnel available and the needs of the spill), shall be updated and forwarded to the Caltrans Contract Manager to indicate either changes due to promotion, staff changes due to the addition of new staff and/or the departure of staff. Prior to either promotion to a new classification or the assignment of new staff to perform work under this agreement, the Project Supervisor shall obtain concurrence from the Caltrans Contract Manager prior to assignment. To meet this requirement, the Project supervisor shall submit a copy of the affected staff's qualifications using the Staff Resource Qualification Format including all required certifications and licenses.
- Adequate security and access control. Access control should include a locked compound or area inaccessible to all outside contractor's staffing. Adequate security shall be deemed, at a minimum, as a locked enclosure subject to 24 hours a day, 7 days a week visual monitoring. Taped surveillance cameras may be used in lieu of other security measures. Written access logs shall be kept recording the access of all personnel to secure areas.
- Adequate communication to maintain 24-hour on-call service and on-scene evaluation.
- Access to permitted hazardous waste storage facility when storage greater than 10 days is needed.

11. This Addendum replaces ATTACHMENT 1 REVISED (ADM-1412 REV. 04/04) with ATTACHMENT 1 REVISED (ADM-1412 REV. 09/04), copy attached.

ATTACHMENT 1 REVISED (ADM-1412 REV. 09/04), must be submitted with your bid package. Any other version of this form will not meet the requirements of the IFB/Bid requirements, and your bid will be nonresponsive.

All other terms and conditions set forth in the Invitation for Bid remain in full force and effect.

Your attention is directed to the following questions and answers to the above-noted Invitation for Bid:

Question #1.

In doing business with the State of California the contractor needs the services of subcontractors and disposal facilities. The contractors under this IFB will have to finance and provide administrative services while paying the subcontractor in a timely fashion. Why are we not allowed to add a mark up on subcontractor and disposal facility invoices to cover the incurred costs as in the past?

Answer #1.

Contractor costs associated with the services of subcontractors and transportation of waste to disposal facilities are considered as a component of the Contractors total bid rates. References: Attachment 1 Revised (ADM-1412 REV. 09/04) page 3 of 5, Exhibit B (10) page 4 of 13, Agreement Exhibit B Section 16 (D) page 9 of 13 and 16 (D) (15) page 11 of 13.

Question #2.

Under attachment 1 'Bid Proposal' Section 'A' it appears we have to total the sub-total row costs and then the entire column for the Section sub-total. How is Section 'B' supposed to be totaled? Do we total the hourly and the daily rates? Or just the daily rates?

Answer #2.

Section 'B' in Attachment 1 Revised (ADM-1412 REV. 09/04) Revised 'Bid Proposal' is to be subtotaled in the same method as Section 'A'. Section 'B' subtotal shall be the sum of all hourly and daily rates for items # 1-16.

Question #3.

What are the detailed description requirements involved for the Haz-Mat Plan and the Storage Contingency Plan? Since neither apply to us.

Answer #3.

The Contractor is required to provide a waste storage area. A Haz-Mat Plan and/or Storage contingency plan is a requirement for storage of hazardous waste and/or materials for specific material thresholds.

Question #4.

In the past we have stored response clean up waste at Caltrans facilities until a disposal facility profile was approved. Due to the sensitivity of our operating locations it is our policy not to store any waste from a spill clean up. In reading the requirements of the IFB it suggests that the contractor must now provide this service and will this disqualify us if we choose not to store waste at our facilities?

Answer #4.

The Contractor is required to provide a waste storage area. Contractor will be disqualified if storage area is not available.

Question #5.

In the IFB, page 3 of 14, Para 2b, 2c: the format required at the bottom of the page is not sufficient to provide the required reporting categories for 61 response personnel with up to 10 different certifications. Is a matrix fulfilling the same requirements acceptable?

Answer #5.

Yes.

Question #6.

Under exhibit 'A' page 5 of 9 'H' are the employee training certificates to be submitted with the IFB or are we just to provide them as required onsite during a spill clean up? This is a major amount of documentation (over 1,000 pages per IFB County).

Answer #6.

Contractor will be allowed to submit training certificates at time of facility verification audit. Separate training records will be required for each county and cover employees working from county field office. All certificates will be required prior to contract award. Failure to submit copies of certificates at facility verification audit will disqualify contractor from contract award.

Question #7.

In the IFB page 3 of 14, Para 1 entitled Licenses, Permits, and Certifications, we are requested to provide a confined space entry permit. These are issued at the time of entry per occurrence by us and in accordance with OSHA Requirements * CCR 5157. This is not a State of California issued certificate or permit. Would you like us to provide a blank sample of the form used for this purpose? Please provide further information.

Answer #7.

Confined space entry plans are required at bid submittal if within contractors "service type capabilities.

Question #8.

Attachment 10, State of California District Map. The actual map shows Los Angeles County and Ventura County are within District 7. The listed counties to the upper right corner of the attachment show Los Angeles as being part of District 7 and District 8. For clarification, please specify the appropriate District for Los Angeles County.

Answer #8.

Caltrans district boundaries occasionally overlap county boundaries. A small portion of LA County is within District 8. The majority of LA County is in District 7.

Question #9.

Under exhibit 'E' page 9 of 9 item 6 'Manual of Traffic Controls for Construction and Maintenance Work Zones'. Is this training required prior to submittal of the IFB or can it be provided after the award? We have not been required to perform this request in the past and usually work under traffic control installed and maintained by or subcontractors.

Answer #9.

Contractor is not required to have work zone training at time of bid submittal. Training will be required prior to contract award for Districts requesting traffic control work. Reference Construction Safety orders, California Code of Regulations, Title 8, Sections 1598 and 1599. Information can be accessed at: <http://www.ccr.oal.ca.gov>

Question #10.

Can you provide a list of all Caltrans State approved disposal facilities?

Answer #10.

Caltrans references the Department of Toxic Control (DTSC) permitted facilities. DTSC permitted facilities can be accessed at web address:
<http://www.dtsc.ca.gov/HazardousWaste/index.html>
http://www.dtsc.ca.gov/HazardousWaste/LIST_HWM_Commercial_Facilities.pdf

Question #11.

Are we invited to attend the bid opening?

Answer #11.

Bid openings are open to the public.

Question #12.

Item B1, Licenses, Permits, and Certifications (page 3 of 14): Why is it required to have asbestos removal certification, which was neither needed nor required in the past IFBs? (We request that this certification be dropped from the minimum qualifications, or at least allow us to submit a subcontractor's certification.)

Answer #12.

Certificates for performing service type capabilities whether held by the contractor or subcontractor must be submitted at time of bid.

Question #13.

Item B1, Licenses, Permits, and Certifications (page 3 of 14): Since confined space permits are project-specific, would we meet this requirement by submitting a sample permit?

Answer #13.

See answer # 7.

Question #14.

Item B1, Licenses, Permits, and Certifications (page 3 of 14): Would we meet the bio-hazard certificate requirement by submitting our Medical Waste Transporter registration letter and Trauma Scene Waste Management Practitioner certificate?

Answer #14.

Submittal of Medical Waste Transporter registration, Trauma Scene Waste Management Practitioner certificate, and any required Cal-OSHA training certification will meet the bio-hazard certificate requirement.

Question #15.

Item B5, Hazardous Material Plan/Business Emergency Response (page 4 of 14): We are not sure what kind of information this refers to, could you provide a description of what you expect to see in this document?

Answer #15.

The Certified Unified Program Agency (CUPA) within the contractor's facility location will have specific requirements for the storage of hazardous materials/ wastes. Various CUPA exist throughout the State of California. Each CUPA will have its own specialized form. Information typically found on these forms are: emergency notification procedures and contact numbers, facility maps including surrounding business and hazardous material/waste storage locations, amounts of hazardous materials/wastes stored, etc. Contractors are requested to contact the CUPA governing their facility locations for specific requirements. CUPA listing and forms can be accessed at:

<http://www.dtsc.ca.gov/hazardouswaste/CertifiedUnifiedProgramAgencies.html>
<http://www.calcupa.net/forms/guidancedoc-simple.pdf>

Question #16.

Attachment 1, Bid Proposal (page 1 to 5): Do we have to bid an entire district, or may we just bid for a particular county within a district? For example, can we bid for only Los Angeles and Kern Counties in District 8?

Answer #16.

Bids are per county not Districts.

Question #17.

Attachment 1, Bid Proposal (pages 1 to 5): How will work be distributed in Kern County, which is in three districts (#6, 8 & 9)? If we win in District 8, will we get calls for spills throughout the county, or just in a portion designated for District 8?

Answer #17.

Contractor is responsible for spill response throughout the county, not just for a portion of the county within the district.

Question #18.

Attachment 1, Bid Proposal (pages 3 to 5): How will we bill for unlisted items such as a pressure washer, pogo and electrical fuel transfer pumps, and levels A & B PPE?

Answer #18.

Items will be billed at Contractor's public published rate sheet at time of spill incident or at invoiced cost with submitted receipt. All costs must be pre-approved by District HazMat Manager.

Question #19.

Section A Sub-total & Section B Sub-total, Attachment 1, Bid Proposal (pages 3 & 4 of 5): How do we calculate these sub-totals? Do we just add up all the boxes in the Section?

Answer #19.

Section 'B' in Attachment 1 Revised (ADM-1412 REV. 09/04) 'Bid Proposal' is to be subtotaled in the same method as Section 'A'. Section 'B' subtotal shall be the sum of all hourly and daily rates for items # 1-16.

Question #20.

When should we expect your answers to these questions?

Answer #20.

Answers will be provided in ample time for contractor to submit Bid Proposal.

Question #21.

Reference Page 3 of 5, Attachment 1, Section A, Labor Rates. Are the line items under "Covered Work Hourly Base Rate" rates those subject to Prevailing Wage requirements?

Answer #21.

"When the individual service request exceeds \$15,000.00, State General Prevailing wage will apply for the area in which the work is performed..." (IFB, **Section C, 6**). Contractor will be paid "Covered Work Hourly Base Rates" when Prevailing Wage Rates apply.

Question #22.

Reference Exhibit E, Section 3, Page 5 of 9, Personnel Requirements. It is required to have (2) Analysts. There is no line item for an Analyst on Page 3 of 5, Attachment 1, Section A, Labor Rates. Is this an oversight?

Answer #22.

Omission of Analyst Labor rates was an oversight. Bid rate for CHEMIST/INDUSTRIAL HYGIENIST will now include CHEMIST/INDUSTRIAL HYGIENIST/ANALYST on **Attachment 1 Revised (ADM-1412 REV. 09/04), Section A.**

Question #23.

Reference Exhibit E, Section 3, page 5 of 9, Personnel Requirements. Can one person fulfill more than one requirement? For example, can a project manager also act as an analyst?

Answer #23.

Contractor must meet minimum Personnel Requirements (**EXHIBIT E Standard Agreement Section 3, a.**). Personnel meeting the qualifications of more than one Classifications as specified in **EXHIBIT E SECTION 3 (b)** are not allowed to be counted twice to meet minimum personnel requirements. Personnel meeting the qualifications of more than one Classification will be paid at the bid rate the District HazMat Manager requests at time of incident. Contractor shall have a minimum of 8 people per facility: (1) Project Manager; (1) Project Supervisor; (3) Technicians; (2) Operators; (1) Administrator. Classifications that may be subcontracted are: (2) Analyst, (1) Chemist; (1) Industrial Hygienist, (5) Labors, (1) Dispatch.

Question #24.

Section C, Attachment 1, Page 4 of 5. Is the unit of measure 1 drum?

Answer #24.

The unit of measure for Section C, Attachment 1 Revised (ADM-1412 REV. 09/04), Page 4 of 5 for the Transport of Waste to a Transfer Storage Disposal Facility varies. The unit of measure is stipulated per line item under the unit of measure heading and are as follows: 1- 5 DRUMS; 6-20 DRUMS; 20+ DRUMS; 20 YD; 40 YD; 10-20 YD; TANKER TRUCK; LAB SAMPLES (BATCHED).

Question #25.

How does one invoice for delivery of heavy equipment? There isn't a line item for a flat bed or low boy trailer.

Answer #25.

Invoices for equipment and trailer shall be by bid rate for contractor and subcontractor. Items not listed on Attachment 1 Revised (ADM-1412 REV. 09/04) Bid Proposal are invoiced by public published rate sheet and/or third party billing. "Vehicles (trucks &

trailers) required for transport of tractors, loaders, dozers shall be included in the hourly rate for the requested equipment..." **[EXHIBIT B, SECTION 16 D (3)]**. Call-out bid rate in Exhibit B Section 16 (D) (9) is to mean Rented hourly and daily equipment: "shall include all labor, transport, fuel and transport trailers to and from spill site".

Question #26.

The IFB on Page 3 of 14, #1, Licenses, Permits and Certifications requests copies of the contractors confined space entry permit. A confined space permit entry permit is specific to each job, with a permit form and requires a written Health and Safety Plan. There is no standardized permit form required by OSHA. There is specific information you must provide on the permit. Is what you require the training certificates showing the employees have the necessary training to perform confined space activities? Or do you want a copy of the confined space permit form that would be used in confined space activities?

Answer #26.

Confined space entry permits may be required in work operations. Prior to commencement of work contractor is required to provide a copy of the permit to the Caltrans representative at the spill site. Contractor who list confined space entry as their "Service Type Capabilities" are required to submit a confined space entry plan, including a blank sample of contractor's confined space entry permit.

Question #27.

The IFB on Page 3 of 14, #1 requires permits such a tire haulers permit, can any of these activities be subcontracted as long as the contractor provides the permits for the subcontractor?

Answer #27.

Yes. "The Contractor will be permitted to subcontract portions of the work included in any lump sum item for work covered by these provisions without the entire item being considered as subcontracted"**[EXHIBIT D Section 3 B - Subcontracting Provisions]**. "Additionally, the contractor and all subcontractors shall be responsible for obtaining and maintaining current, all applicable State and local licenses, registrations, permits, and certifications during the performance period of this agreements" **[EXHIBIT D Section 16 A]**

Question #28.

The IFB on Page 4 of 14, #5, Hazardous Material Plan requests the Bidder provide a copy of the DTSC permit for transfer of hazardous materials on field office site. Are you requiring the contractor to possess a TSDF permit? Hazardous Waste Haulers may

perform truck to truck transfers at their field office with hazardous wastes or materials for all wastes "in transit". Please clarify what permit you are referencing for this?

Answer #28.

Contractor shall provide a contingency plan for storage, access control and security of generated waste streams when storing wastes over 10 calendar days, not greater than 90 days. **[EXHIBIT A SECTION 10 (M)]**.

Transporters are exempt from permit for waste storage when waste is held at one location for six days or less, or 10 days or less for transfer facilities in areas zoned industrial by the local planning authority (**22CCR Section 66263.18**). Storage of waste beyond the exempt transporter requirements requires a Hazardous Waste Facility Permit or grant of authorization issued by California Department of Toxic Substance Control (DTSC) (**Health and Safety Code, Division 20, Chapter 6.5**). The Contractor shall provide temporary storage of material.

Question #29.

Item B1, Licenses, Permits, and Certifications (page 3 of 14): Please verify that bidders will not be disqualified from bidding if their Hazardous Waste of Concern permits are still pending as of August 17 bid deadline. We submitted our application back on July 7 (deadline was July 19). Consistent with the attached 7/30/04 DTSC memorandum, the DTSC told me on August 6 that the Department of Justice and FBI have had delays in processing clearances. (Naturally, until we receive this permit, we will not handle Hazardous Wastes of Concern.)

Answer #29.

Contractor will be allowed to submit proof of hazardous Waste of Concern Permit and/or subcontractor's certification. Contractor will not be called for type service until permit is obtained from DTSC. Contractor is required to submit certifications at time of the Bid Proposal **if** they are stating it is within their "Service Type Capabilities". Contractor is required to check its Service Type Capabilities on **Attachment 1 Revised (ADM-1412 REV. 09/04) of Bid Proposal**.

Question #30.

What is the definition of Stinger Ops?

Answer #30.

Stinger Ops is the process of transferring bulk materials from one vehicle to another when damage to the containment vessel prohibits normal offloading procedures. Other requirements are listed in Title 49 Code of Federal Regulations (CFR) Section 177.837 (b): bonding and grounding containers.

Question #31.

What is the definition of radiological?

Answer #31.

Radiological response is responding to material defined by Title 49 Code of Federal Regulations (**49CFR Part 173.403**) to be a radioactive material, DOT Hazard Class 7: "any material having a specific activity greater than 70 Bq per gram."

Question #32.

In ATTACHMENT 1 under Hazardous Classification, #7 Radioactive: Is this for surveying or clean-up?

Answer #32.

Under Hazardous Classification #7 Radioactive under Attachment 1 Revised (ADM-1412 REV. 09/04) is an estimate for the number of spill occurrences per county; includes survey and cleanup of spill site.

Question #33.

Please define "Stinger Operations".

Answer #33.

See Answer #30.

Question #34.

In Exhibit E, 2. Response Equipment, please clarify if the minimum equipment listed is required at each field office, or required to be available by the contractor in general? Also, will the department accept that the larger equipment (i.e. loader/backhoe combination, bobcat) be available to rent and be operated by the Contractor 24 hours a day, 7 days a week?

Answer #34.

Response Equipment minimum requirements at each field office are: One-1 ton or smaller pickup truck or van; One- 3 axle truck; One-gear truck; One- emergency response vehicle; And one - enclosed cargo type trailer or van. Enclosed cargo type trailer or van is only required when contractor lists biohazard transport capability.

Exhibit E Section 2. Special instruction is given to items noted with asterisks. Use of subcontractor is permissible for items (*) listed in Exhibit E Section 2(B). Other items

marked with asterisks are only required when noted within contractor's Service Type Capabilities. **Exhibit E Section 2 (A & B)** Permissible items for subcontracting are: Semi-end dump truck; vacuum truck; truck and transfer trailer; roll off bin (single/dual capacity) truck; and all loader type equipment. Equipment must be available 24 hours a day, 7 days a week and per **Exhibit A Section G** "Contractor shall maintain a list of all the equipment by type and number available to assure activities, as described herein, can be completed without delay or additional charge..." Contractor will be paid for all items on IFB Attachment 1 Revised (ADM-1412 REV. 09/04) per contractor's bid rates.

Question #35.

Please elaborate as to how waste disposal costs will be charged and paid, as we cannot locate where disposal costs are included in the bid.

Answer #35.

Disposal rates were omitted from bid item in Attachment 1 Revised (ADM-1412 REV. 09/04). The disposal rates shall be no more than disposal facilities published public rate sheet. Contractor will be reimbursed for disposal fees at actual invoice cost **[EXHIBIT B 16 (D)(15)]**.

Question #36.

Will the Department consider adding line items for level A & B equipment?

Answer #36.

Not likely. Level A & B equipment will be paid at the contractor's public published rate sheet at time of spill. "Contractor shall bill non-price list items at direct cost only. No general administrative cost can be added to non-price list items. Contractor will be reimbursed for the actual costs of authorized vendor services, disposal of hazardous materials (including applicable taxes and fees), miscellaneous materials, disposable items, and analytical services associated with emergency response activities not listed on Exhibit B, Attachment 1 Revised (ADM-1412 REV. 09/04), Bid Proposal..." **[EXHIBIT B 17 (8)]**

Question #37.

Please clarify what prevailing wage classification group(s) applies to the district/counties.

Answer #37.

General Prevailing Wage Rate Determinations applicable to this project may be obtained from the Department of Industrial Relations Internet site at:

<http://www.dir.ca.gov/>. **[EXHIBIT B Section 14(B)]**. Prevailing wage determinations are based on type of work "covered work" performed on the job in a specified county.

Question #38.

At what point must prevailing wages be paid, at the amount over \$15,000, or for the entire invoice?

Answer #38.

"When the individual service request (entire work performed for an incident) exceeds \$15,000.00, State General Prevailing wage will apply for the area in which the work is performed..." (**IFB, Section C, 6**). Contractor will be paid "Covered Work Hourly Base Rates" for entire invoice(s) when Prevailing Wage Rates apply.

Question #39.

Will the Department consider adding a prevailing wage call out line item?

Answer #39.

Not likely. "Employees labor rates for time traveled to and from the spill site shall be covered as a call out as bid on Attachment 1 Revised (ADM-1412 REV. 09/04), Bid Proposal. Only one call out charge, per employee, shall be allowed per incident." **[EXHIBIT B Section 16(D)(1)]** The Call-out rate covers both uncovered and covered work hourly base rates.

Question #40.

Please clarify/define the uncovered hourly base rate (contractor private wage scale?) and the Covered hourly base rate (State prevailing wage)?

Answer #40.

Contractors are required to pay employees based on covered and uncovered work. **[EXHIBIT A Section 9]**. "When the individual service request exceeds \$15,000.00, State General Prevailing wage will apply..." (**IFB, Section C, 6**). Caltrans shall pay contractor "work rates calculated on employee's arrival and departure time on spill site." **[EXHIBIT A Section 9]**. Caltrans shall pay contractor "uncovered work" bid rates as bid on Attachment 1 Revised (ADM-1412 REV. 09/04) for each spill occurrence costing under \$15,000.00 and "covered work" bid rates for incident cleanup at or exceeding \$15,000.00.

Hourly and Daily rates are fully loaded:

- As described in Health and Safety equipment to perform are comprehensive and include Level C and Level D personnel protective equipment and employee benefits". [**Attachment 1 Revised (ADM-1412 REV. 09/04)** prior to Section A].
- As described in Exhibit B(16) of Standard Agreement outlining specific invoicing provisions and covered costs.

Contractor costs associated with the purchase and installation of materials/supplies or the use of subcontractors are considered as a component of the Contractor's hourly and daily rate for services that include wages, overhead, general and administrative expenses, and profit.

Question #41.

Please clarify on Attachment 1 – Section A does the subtotal cost include the total of the Call-out, uncovered hourly base rate and covered work hourly base rate?

Answer #41.

Yes.

Question #42.

Has there been any addendum's issued?

Answer #42.

Yes. Addendum 2 has been issued – postponing the Bid Due Date. Addendum 3 announced the Optional Pre-Bid Conference. Addendum 1 was never issued.

Question #43.

With the substantial paperwork required, can there be an extension in the due date?

Answer #43.

See answer # 42.

Question #44.

Please clarify the IFB's requirements for Attachment 6 & 7 – Disposal Facilities and Disposal Plan – it seems to be the same request.

Answer #44.

Disposal Facilities is a list of Treatment Storage Disposal Facilities (TSDF) that will be utilized through the term of the contract, including disposal facility address, certification

and/or permit numbers, waste acceptance criteria, and identified waste profiles. Disposal Plan provides a plan of where waste is to be transport to and dispose of, identifying facility by name and address and waste treatment method utilized. [IFB **Attachment 5**] [EXHIBIT A 10 (N)(6)].

Question #45.

In Attachment 1, Section C, Waste Transportation Cost (Includes any Storage Cost). Is the Unit Price to include Disposal Cost, or just the cost to transport to a Disposal Facility?

Answer #45.

"Cost of handling, analysis and hauling waste directly form the spill site to the landfill or recycler shall be paid per Contractor's Attachment 1 Revised (ADM-1412 REV. 09/04), Bid Package. Only one transport rate shall be paid per transport of containers..." "Containers, washout fees and certificate of disposal documentation shall be inclusive in the per unit disposal transportation fee bid rate as listed in Attachment 1 Revised (ADM-1412 REV. 09/04) ". "The cost of Laboratory analysis services (including sampling containers, labeling, transport, and chain of custody documents) shall be a component of the transportation rate and are included in the Contractor's prices as bid in Attachment 1 Revised (ADM-1412 REV. 09/04)." [EXHIBIT B Section **16(D)(4,5&14)**]. Unit price to include storage costs [Attachment 1 Revised (ADM-1412 REV. 09/04), Section C]. Disposal cost is not a component of the transportation cost.

Question #46.

Reference page 4 of 5, Attachment 1, Section C, Waste Transportation Cost, Item Nos. 20, 21, 22, and 23. What disposal facility do we transport to? What is the material we are hauling? Where is the material coming from? Without knowing these things it not possible to provide a meaningful waste transportation cost.

Answer #46.

See answer # 10 of Addendum 4 above for disposal facility listing. Contractor is to list disposal facility that they will be using from DTSC permitted facilities. **See answer # 47 and #60 of Addendum 4 below** for predominate material hauled. Material will be from spills incidents on California highways [Exhibit A 1]. Material will come from within contractor's awarded service area **See answer # 17 of Addendum 4 above**.

Question #47.

Reference Exhibit A, Section (10) (N) (6). Is the disposal plan to be submitted with the bid?

Answer #47.

A disposal plan for the waste described below is required at time of bid submittal. Contractors may use format below to assist in disposal plan. Listed wastes predominate in spill clean up operations.

Predominate Waste Streams

Waste Description	EPA Codes	State Codes
Acidic solutions	D002	791, 792
Alkaline solutions	D002	121, 122, 123
Asbestos Containing waste	non RCA	151
Biowaste other than sewage	non RCRA	322
Contaminated soil from site cleanup	non RCRA	611
Debris	non RCRA	non HAZ
Decon waste water	non RCRA	561
Diesel	D018	213, 223
Empty containers	non RCRA	511, 512, 513
Emulsion, Water	non RCRA	223, 343
Gas, Diesel, Oil, Water (COMB)	non RCRA	343, 213, 223
Gas, Diesel, Oil, Water (FLAM)	D001, D008, D018	343, 213, 223
Latex Paint (Liquid)	non RCRA	291
Latex Paint (Solid)	non RCRA	291
Paint, Paint Thinners	D001, D007, D008, D018, D035,	343, 723, 724, 223
Petroleum Grease	non RCRA	331
Petroleum Grease, Water	non RCRA	331
Sewage Sludge	non RCRA	321
Sump Sludge (Liquid)	D006, D007, D008, D018,	222, 491
Sump Sludge (Solid)	D006, D007, D008, D018,	491
Thermoplastic/Asphalt Grindings	D007, D008	181, 352
TPH Contaminated Debris	non RCRA	223, 352, 512, 513, 611
TPH Contaminated Soil	non RCRA	223, 352, 512, 513, 611
TPH Contaminated Water	non RCRA	133, 134, 223
Waste Oil, Water	non RCRA	221

Question #48.

Reference Exhibit A, Section 8 (B). What is a job skill certification?

Answer #48.

Job skill certifications provide proof of employee training. Certifications shows employees meet CalOSHA hazardous waste operations training requirements/skills.
California Code of Regulation Title 8 Section 5192 (8CCR5192).

Question #49.

On Attachment 5 – The Attachment Checklist – “Attachment one requires that we list all equipment by category, (PPE, transport, materials, etc.) alphabetically. If we do this some of the items will be out of context. For example, PPE you would want to have all the protective gloves listed together, then suits. Etc. If you list alphabetically it will mix the PPE item up. Wouldn't that make it more difficult for the State to review our lists? If we provide a clear and concise categorized list, will this be sufficient?

Answer #49.

Contractor will be allowed to subcategorize alphabetically under each category. Sub categories must also be alphabetized. For example: PPE/Gloves/Leather, Vinyl. **Note:** Pricing shall be excluded from list. Contractors will be disqualified from bid process if their price listing or other information is included with Bidders List of Response Equipment. Equipment identification numbers are acceptable.

Question #50.

On page 7 of 14, #11B the IFB requires we provide Page Headers and Page Numbering. Some of the documentation we are required to provide is already in print such as our Health and Safety Manuals, permits, licenses, etc. They are very large in content. Would tabbed sections be sufficient?

Answer #50.

Contractor will be allowed to list on table of contents the Health and Safety Manuals, permits, licenses, etc. as Attachments. Each Attachment will require a single page paper to contain the Header, Attachment number, Title of Attachment, and the number of pages of each attachment.

Question #51.

On Attachment 1, Bid Proposal, the price list, the Service type Capabilities, there are several boxes to check for type of capabilities. Can a Contractor check just the type of capabilities they wish to provide? Or, do we need to be able to provide all the types

listed? Will Caltrans just pick three contractors or will it be the three lowest based on the type of each service?

Answer #51.

Yes, a contractor can check just the type of capabilities they wish to provide. Contractor does not need to provide all capability types listed. Although, they would not be called for spills requiring the types of capabilities not checked. Award will not be based on type of capabilities a contractor can provided.

Question #52.

ATTACHMENT 1, SECTION B, UN-OPERATED EQUIPMENT FOR EMERGENCY RESPONSE:

Do prospective bidders figure call out charges to hourly rates for un-operated equipment or is time figured from time called to respond up to 8 hours then bill at Daily Rate?

Answer #52.

IFB Attachment 1 Revised (ADM-1412 REV. 09/04) page 3 of 5: Hourly Rate not to exceed 8 hours. Daily rate 8 to 24 hours. **Exhibit B Section 16 (D)(9)** Shall be correctly titled "**Hourly and Daily Equipment Rates**" "Hourly and daily rate of equipment shall be paid from time of arrival on spill site to time of departure. Hourly rates will be paid for equipment rates up to eight hours on spill site. Daily rates will be paid for equipment eight to twenty four hours on spill site...."

Question #53.

ATTACHMENT 1, SECTION B, UN-OPERATED EQUIPMENT FOR EMERGENCY RESPONSE:

Do all bidders need to bid on all items? IFB does not state all items need to be completed. This provides an unfair advantage to those companies who do not bid on all items by making their section sub-total lower than a company bidding on all items.

Answer #53.

All contractors are required to bid on all items on **IFB Attachment 1 Revised (ADM-1412 REV. 09/04) (Sections A, B, C, D, and E)**. Companies who do not bid on an item(s) will be disqualified from bid process.

Question #54.

ATTACHMENT 1, SECTION B, UN-OPERATED EQUIPMENT FOR EMERGENCY RESPONSE:

Is the sub-total for un-operated rates for daily rate totals or for hourly and daily rates combined.

Answer #54.

Yes. See IFB Attachment 1 Revised (ADM-1412 REV. 09/04).

Question #55.

ATTACHMENT 1, SECTION B, UN-OPERATED EQUIPMENT FOR EMERGENCY RESPONSE:

Regarding Item 3 Loader/Backhoe does equipment hauling to the job site need to be included in the hourly and daily cost?

Answer #55.

Exhibit B Section 16 (D)(9): "...Call-out bid rates (Attachment 1 Revised (ADM-1412 REV. 09/04) Bid Proposal) shall include all labor, transport, fuel and transport trailers to and from spill site."

Question #56.

ATTACHMENT 1, SECTION A, LABOR RATES:

What is the state's definition of un-covered and cover work?

Answer #56.

See answer #37.

Question #57.

ATTACHMENT 1, PREVAILING WAGE REQUIREMENTS:

When projects exceed \$15,000.00 prevailing wages become effective, do companies figure costs at un-covered rates first then if it exceeds re-figure at prevailing wages?

Answer #57.

Companies shall figure costs based on work estimate at un-covered rates first for entire spill incident.

Question #58.

ATTACHMENT 1, PREVAILING WAGE REQUIREMENTS:

How will the state know if it exceeds \$15,000.00 unless both invoices are completed?

Answer #58.

See answer #57. If the cost exceeds \$14,999.99 from both invoices then, you will have to redo the calculations and submit a new invoice based on the covered rates.

Question #59.

ATTACHMENT 1, SECTION B, TEST AND PPE EQUIPMENT:

IFB does not provide provisions for Level A and/or Level B hourly rates; hourly labor rates include level C & D. How do companies get reimbursed for these costs or are companies not required to provide these items?

Answer #59.

See answers #18, and #36.

Question #60.

ATTACHMENT 1, SECTION C, WASTE TRANSPORT COST:

To be fair to all prospective bidders one disposal facility should be considered for all items bid in Section C, since there are several different waste streams to be encountered through out the course of the contract with varying travel distances for their disposal. Please clarify the IFB's intent for items 17-23.

Answer #60.

Bid is based on taking waste to one or multiple facilities. Spilled hazardous waste from the service area can be transported to any permitted CA Department of Toxic Substance Control (DTSC) facility contractor submits as part of this agreement. Waste that is not a federal (RCRA) or state waste (CA waste per (Title 22 California Code of Regulations, Section 66261.126) may be transported to a Regional Water Quality Control Board (RWQCB) permitted landfill. **Exhibit A 10 (N)(3):** The default requirement for transportation for disposal shall be the application of the flat rate per

unit of measure as established in the Bid Package, Attachment 1 Revised (ADM-1412 REV. 09/04). However, the District HazMat Manager may direct the contractor to use other than the application of the flat rate per unit measure as established in the Bid Package, Attachment 1 Revised (ADM-1412 REV. 09/04) Bid Proposal (vehicle and driver hourly rates) when it's deemed to be in the best interest of the State."

IFB Attachment 1 Revised (ADM-1412 REV. 09/04) pages 1 of 5 and 2 of 5 list estimated number of spill occurrences per year by hazard class. The majority of highway spill material is vehicular fluids: petroleum products (diesel, gasoline, and oil). Petroleum contaminated absorbent/soil/debris is the most predominant waste stream. Predominate waste streams from spill operations are listed in Answer #47 of Addendum 4 above. Contracts will be awarded to contractors who have a facility within the Service Area "County". Spilled waste from the service area can be transported to any permitted CA Department of Toxic Substance Control (DTSC) facility contractor submits as part of this agreement.

Question #61.

Exhibit E – Response Equipment – If a contractor has a vacuum truck available for subcontract 24 hours per day, will this meet the contract requirements (such as bin or end dump)?

Answer #61.

Yes. See answer #34.

Question #62.

If you have bulk incineration loads, will you require a California TSDF signoff on the manifest before shipping out of state?

Answer #62.

Out of state transport of waste is not permissible for any and all waste that can be treated within the State of California. Waste that can not be treated within the State of California will be evaluated on a case by case basis. When waste must be transported out of state, no CA disposal facility can accept the waste, then the contractor will be paid an hourly personnel and equipment rate for waste transport only.

Question #63.

Prevailing wage – please define what classification a Field Technician falls into? Labor or Hazardous Waste Worker? Even if they are digging with a shovel, they are removing or containing a hazardous waste or material. This needs to be clear to ensure all contractors have a level bidding field.

Answer #63.

Prevailing wage is determined by the activity performed of an employee and not the employee's work classification. Reference <http://www.dir.ca.gov> for covered work definitions.

Question #64.

We can't provide published rates. Third party invoices are the contractors costs not profit. Why is there no third party markup? If construction job's can mark up third party invoices why are we not allowed? If Caltrans is allowed to markup the costs of the incident to the responsible party; the contractor isn't allowed to markup costs. Yet the contractor carries the burden of expense (not profit).

Answer #64.

This is not a construction contract this is a service contract. See answer #1.

Question #65.

If a project is determined covered and direct billing done, will the contractor be required to submit payroll records to Caltrans?

Answer #65.

Where there are no public funds involved, prevailing wage is not applicable. Regardless of cost threshold, when contractor accepts direct billing from responsible party then public funding is not involved. Caltrans will not require submittal of payroll records when prevailing wage is not applicable.

Question #66.

Does non-hazardous waste (petroleum contaminated soil) be allowed to go to an unlisted DTSC disposal facility?

Answer #66.

See answer #60.

Question #67.

Why can construction contracts markup subcontractors and E.R. contractors not? Per state law: no more than 10% may be charged. The no markup clause places an unfair financial burden on the contractor. There is no profit upon profit issue in this issue.

Answer #67.

See answer #1.

Question #68.

Please clarify a statement made at the pre-bid meeting: Any work done on state property i.e. highways – that the total invoice exceed \$15,000.00 must be paid per prevailing wages – either by the state (paid by) or private parties/private parties or r.p.'s.

Example: Caltrans calls contractor out – during the project the r.p. takes “financial responsibility” for the spill that will exceed \$15,000.00 00 does the r.p. have to pay p.w.?

Or, If an r.p. hires contractor directly with pre-negotiated rates – should the spill exceed \$15,000.00 is it p.w.?

Answer #68.

See answer #65.

Question #69.

If a county has a spill, calls all contractors, typically three and none are available to respond. What is Caltrans next step? Call another non-contracted responder?

Answer #69.

Each situation is evaluated individually. The answer would depend on the circumstances at hand. It must be evaluated on a case by case basis.

Question #70.

Will the number of lowest responsible responsive qualified bidders be expanded for any reason during the contract period?

Answer #70.

Not likely. Per the State Contracting Manual, Section 5.10 Competitive Bidding Issues, Item E.: Once a contract is awarded, the solicitation has ended. If the Contractor awarded the contract fails to perform the contract, the agency cannot award to the second lowest bidder without re-bidding, or obtaining an NCB approval.

Question #71.

Will prevailing wages apply if an incident goes over \$15,000.00, and the contractor bills the responsible party and not Caltrans?

Answer #71.

See answer #65.

Question #72.

A spill occurs on a highway. The responsible party has an agreement for emergency response with the contractors. The contractor responds, bills the responsible party. Do prevailing wages apply in any case here? If so when? Or when not?

Answer #72.

See answer #65.

Question #73.

RAH Environmental, Inc.'s (RAH) business resides in Placer County. Placer County does not require a Hazardous Material Plan and therefore a Storage Contingency Plan. This requirement to submit these plans would not apply to RAH, correct?

Answer #73.

Placer County does have authority for Certified Unified Program (CUPA) oversight. Hazardous Material Plans and management information can be accessed at:
<http://www.placer.ca.gov/hhs/hhs-sub/hazmat/hmbp.htm>

Question #74.

Are you asking all Bidders to submit copies of all licenses and certifications including the Bidder's subcontractor(s) too?

Answer #74.

Yes. Contractor must submit copies of all licenses and certifications including the subcontractor, if it's within their service type capabilities.

Question #75.

Item 14G, page 13, does not apply to this contract. Also, item 15.B.1, page 13 and 14 does not apply to this contract. This is a service contract, not one for building a road or freeway. Do you agree?

Answer #75.

Yes, we agree. See updated IFB language above.

Question #76.

As per Exhibit A, item J, states standard turnaround time for lab analysis is 48 hours or less. Certified laboratories charge at least 50% more for a 48 hour turnaround time. Standard turnaround time is 1 – 2 weeks, depending on which lab.

Answer # 76.

Lab analysis shall be 48 hours or greater at the discretion of the District HazMat Manager is the requirement of this IFB.

Question #77.

Will a Site Map, Work Plan, & Health and Safety Plan put in writing be required for all spill sites on freeways that are partially or completely shut down prior to starting field cleanup operations?

Answer #77.

Site Map, Work Plan and the Health and Safety Plan are a required component of cleanup operations and shall meet Title 8 CCR 5192 (b) requirements. Reference: <http://ccr.oal.ca.gov/>

Question #78.

As per Exhibit B, item 7, to charge actual cost for materials and supplies is unacceptable. RAH has had to pay for huge crane costs, backfill materials up front. Often times it takes 60 days to get paid. A minimum markup of 15% would be acceptable.

Answer #78.

Without additional allowance for markup is the requirement of this IFB.

Question #79.

Will certified payroll be required for non-prevailing wage projects?

Answer #79.

Caltrans will not require submittal of certified payroll when prevailing wage is not applicable.

Question #80.

As per Exhibit B, item 16A, it states that the State will not pay for a spill cleanup that is not on State property, even if it started within State highway right-of-way. Is this the case even if the designated Caltrans on-site representative directs RAH to cleanup spill outside State highway right-of-way?

Answer #80.

Payment for services under contract 56A0108 is for work performed within the Caltrans right of way.

Question #81.

If RAH has to use a permitted storage facility to store hazardous waste for over 10 days and up to 90 days, this costs money. RAH is not a permitted storage facility. Could these hazardous wastes be shipped to a permitted TSDF for storage at cost plus 15%?

Answer #81.

Hazardous waste can be shipped to a TSDF. Contractor will be paid for transport of waste per bid rate on Attachment 1 Revised (ADM-1412 REV. 09/04). See answer # 1 for mark up allowance.

Question #82.

Again, billing non-price items at direct cost only, no markup is completely unacceptable. Items that you are stating that cannot be marked up include disposal charges, outside analytical fees, rental equipment, subcontractors, etc. is ridiculous. RAH has been an Emergency Response Contractor for Caltrans for the past 10 years. RAH has charged 12 – 20 % markup for non-price list items. A minimum acceptable markup would be 15%.

Answer #82.

Without additional allowance for markup is the requirement of this IFB.

Question #83.

Exhibit D states that Caltrans requires a limit of not less than \$3,000,000 for Pollution Liability for on-site work and transportation of hazardous materials. The past 10 years,

Caltrans accepted a limit of \$2,000,000 for Contractor's Pollution Liability and \$1,000,000 limit for transporting hazardous waste. Would it be acceptable for providing the past insurance limits on this new contract?

Answer #83.

Any bidder not meeting the current IFB's insurance requirements will be non-responsive and their bid rejected/contract offer voided.

Question #84.

Your instructions for determining how to bid on this solicitation are extremely confusing. Do you base your bid on, for instance, Placer County had 11 occurrences, is that 11 separate call outs?

Answer #84.

Estimated number of occurrences Per Year/Spill Amount is listed on **Attachment 1 Revised (ADM-1412 REV. 09/04) Bid Proposal** for example 5/10 gal means the estimated number of occurrences per year is 5 and the averaged spill amount of the 5 individual occurrences is 10 gallons (10 gallons per occurrence). Specifically, Placer County had one spill of hazard class 3. The spill was 45 gallons.

Question #85.

What if your company does not handle radioactive waste and that is included as an occurrence item in the County that I'm bidding on?

Answer #85.

You would not list the handling of radioactive waste as within your "service type capabilities".

Question #86.

Your categories are extremely generic. What type of explosive, gases, poison, etc. should we bid on? Certain ones in each category are extremely expensive to handle, transport, and dispose of.

Answer #86.

See answer # 47 for predominate waste streams. All other waste will be handled on a case by case basis.

Question #87.

Which facilities that accept low-level, medium & high level radioactive waste are Caltrans approved disposal sites?

Answer #87.

See answer(s) #10, #60, and #62.

Question #88.

If a project under this contract is over \$15,000.00 and the responsible party decides to pay the cleanup bill direct, are we the Cleanup Contractor, as per California DIR, required to pay prevailing wages to employees?

Answer #88.

See answer #65.

Question #89.

Need a verification that my published rate schedule, which possibly changes every 3 – 6 months, could be used on a project associated with this contract when the new revised published RAH Rate Schedule goes into effect.

Answer #89.

All items on Attachment 1 Revised (ADM-1412 REV. 09/04) shall be paid at the bid rate for the term of the contract. See answer #18 and #25 for examples of non-bid items. Contractors will be paid at time of spill incident per their public published rate sheet for non-listed bid items. Any revisions in published rate sheets must be reasonable and completed at least a day prior to the spill incident for billing purposes. Contractor will be requested to provide a copy of their public published rate sheet to the district hazmat manager at time of qualification field review and within 24 hours of any new revisions.

Question #90.

As per item 12.D, page 11 of 14, all other counties including Sacramento, are only allowed three qualified bidders to be used in the contract. Three bidders in all other counties is not enough. This is very restrictive to District HazMat Managers and creates problems if any of those three cannot respond to the emergency calls in a timely manner.

Answer #90.

The number of lowest responsible responsive qualified bidders to be awarded an Agreement for each county is clearly addressed in the IFB Item 12 Evaluation and Selection Paragraph D.

Question #91.

As per Exhibit E, item 3. a) personnel requirements, the requirement to have a Chemist with a degree in chemistry and certified Industrial Hygienist is ridiculous. In the ten years of contracting with Caltrans for emergency spill response cleanup, RAH Environmental (RAH) has never needed a degreed Chemist or a C.I.H. RAH has a C.I.H. that works with RAH as an associate. RAH has personnel with chemistry backgrounds and science degrees, but none in Chemistry. How can you tell us how to run our business, especially when we have no guarantee that many of the bidders will get any work out of this contract. The Chemist with a chemistry degree and C.I.H. on staff requirement should be removed from Exhibit E.

Answer #91.

No question asked.

Question #92.

On the bid proposal, Section C, Item 17-23 what are the materials being disposed? Transportation rates will vary based on disposition.

Answer #92.

See answer #47, #60, and #87.

Question #93.

What are the specifications for lane closure capabilities? Traffic Control qualifications? Schools?

Answer #93.

Lane closure specifications will be determined on a case by case basis. See answer #9

Question #94.

Will Disposal costs be directly billed to Cal Trans?

Answer #94.

Disposal costs are considered third party billing. Contractor will be reimbursed for disposal cost when invoicing Caltrans and submitting the invoice with receipt. See answer #35.

Question #95.

What are the requirements for confined space entry/rescue protocols (Qualifications?)?

Answer #95.

Confined space requirements are outlined in Title 8 California Code of Regulations Section 5156-5158 (8CCR5156-5158). CCR can be accessed at: <http://ccr.oal.ca.gov/>

Question #96.

Call Out Rate Schedule: How do we quote a rate if the job becomes a Prevailing Wage job?

Answer #96.

See answer #21.

Question #97.

How/where do we provide pricing for materials/equipment/personnel not indicated on the bid proposal?

Answer #97.

See answer #25, #35, #36, and #90.

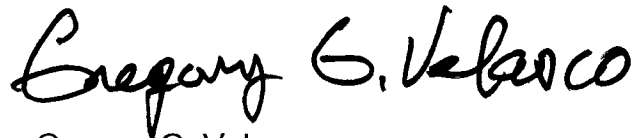
Question #98.

What is the exact methodology that will be used to rate the suppliers based on this proposal? Total Labor Rates? (Are you just going to sum up the hourly rates?) How are you going to account for the variance between suppliers with regard to the number of people, various classifications, and equipment that will be sent to each spill response? Please provide the exact methodology you will be using to determine the low priced bidder.

Answer #98.

The IFB page 10 of 14, Section 12. Evaluation and Selection, Paragraphs A through D states the criteria for award.

If you have any questions regarding the above, please call Gregory G. Velasco at (916) 227-6057.

A handwritten signature in black ink that reads "Gregory G. Velasco". The signature is written in a cursive, flowing style.

Gregory G. Velasco
Contract Analyst

ATTACHMENT 1 REVISED (ADM-1412 REV. 09/04)

1. The quantities below are estimates only and are given as a basis for comparison of bids. No guarantee is made or implied as to the exact quantity that will be needed.
2. IN CASE OF DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL SET FORTH FOR A UNIT BASIS ITEM, THE UNIT PRICE SHALL PREVAIL.
3. Any bid may be rejected if it is unreasonable as to price. Unreasonableness of price includes not only the total price of the bid, but prices for individual line items as well.

Instructions: Hazardous Class Codes 1 – 9 below are Federal DOT Codes and Haz Code 10 (non-hazardous) is a Caltrans code. Using the estimated occurrences and estimated averaged quantities below, estimate the hourly Labor rates; equipment mobilization/Demobilization, call-out rates per employee, cost per incident; un-operated equipment costs for the incident (hourly and daily rates); Material and Lab Analysis costs for the estimated incident(s); and Disposal Transportation Costs using the pages 3 through 5 of this Bid Package:

Estimated Number of Occurrences PER YEAR / SPILL AMOUNT (Averaged Estimate For Computing Purposes)

Example: 5/10 gl means the estimated number of occurrences per year is 5 and spill amount (averaged) is 10 gallons

Hazardous Classification	1 Explosives	2 Gases	3 Flammable Liquid	4 Flammable Solid, Spontaneously Combustible, and Dangerous when wet	5 Oxidizer, Organic Peroxide	6 Poison (Toxic), poison Inhalation hazard, infectious substance	7 Radioactive	8 Corrosive	9 Misc. Hazardous Material	10 non-Haz
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DISTRICT 1 Contractor shall maintain and utilize its field office in its identified county or within 250 miles of the county boundaries.

Del Norte	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1
Humboldt	1/1	1/1	1/40gl	1/1	1/1	1/1	1/1	1/1	1/1	1/1
Lake	1/1	1/1	1/30gl	1/1	1/1	1/1	1/1	1/1	1/1	1/1
Mendocino	1/1	1/1	1/15 gl	1/1	1/1	1/1	1/1	1/1	1/1	1/1

DISTRICT 2 Contractor shall maintain and utilize its field office in its identified county, counties or within 100 miles of the county boundaries (except Modoc Co.).

*Modoc County only: Contractor shall maintain and utilize its field office in its identified county, counties or within 200 miles of the county boundaries.

Butte	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/170 gl	1/1
Lassen	1/1	1/1	3/44 gl	1/1	1/1	1/1	1/1	1/1	1/1	1/2yd
Modoc*	1/1	1/1	1/5 gl	1/1	1/1 gl	1/1	1/1	1/1	1/1	1/1
Plumas	1/1	1/1	1/1	1/1	1/1 gl	1/1	1/1	1/1	1/1	2/10 lbs
Shasta	1/1	1/1	11/25 gl	1/1	1/1 gl	1/1	1/1	1/1	1/67 gl	7/10 lbs
Sierra	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1
Siskiyou	1/1	1/1	5/34 gl	1/1	1/1 gl	1/1	1/1	1/1	2/39 gl	2/32 lbs
Tehama	1/1	1/1	3/22 gl	1/1	1/1 gl	1/1	1/1	1/1	1/1	4/32 lbs
Trinity	1/1	1/1	2/27 gl	1/1	1/1 gl	1/1	1/1	1/1	1/1	1/39 yds

DISTRICT 3 Contractor shall maintain and utilize its field office in its identified county, counties or within 100 miles of the county boundaries.

Butte	1/1	1/1	2/13 gl	1/1	1/1 gl	1/1	1/1	1/3 gl	1/1	1/1
Colusa	1/1	1/1	1/1	1/1	1/1 gl	1/1	1/1	1/1	1/33 gl	1/32 g
El Dorado	1/1	1/1	3/58 gl	1/1	1/1 gl	1/1	1/1	1/1	1/1	1/1
Glenn	1/1	1/1	1/1	1/1	1/1 gl	1/1	1/1	1/1	1/15 g	2/10 g
Nevada	1/1	1/1	7/21 gl	1/1	1/1 gl	1/1	1/1	1/1	1/1	2/5 lbs
Placer	1/1	1/1	1/45 gl	1/1	1/1 gl	1/1	1/1	2/14 g	1/69 g	1/1
Sacramento	1/1	1/1	9/16 gl	1/1	1/1 gl	1/1	1/1	1/1	10/11 g	1/1
Sierra	1/1	1/1	1/1	1/1	1/1 gl	1/1	1/1	1/1	1/1	1/1
Sutter	1/1	1/1	1/31 gl	1/1	1/1 gl	1/1	1/1	1/1	1/1	1/1
Yolo	1/1	1/1	7/9 gl	1/1	1/1 gl	1/1	1/1	1/1	2/12 g	1/1
Yuba	1/1	1/1	1/1	1/1	1/1 gl	1/1	1/1	1/1	1/1	1/1

DISTRICT 4 Contractor shall maintain and utilize its field office in its identified county, counties or within 100 miles of the county boundaries.

Alameda	1/1	1/1	20/16 gl	1/1	1/1 gl	1/1	1/1	1/29 g	1/1	1/1
Contra Costa	1/1	1/1	6/10 gl	1/1	1/1 gl	1/1 lb	1/1	1/1	1/5 yds	2/30 gl
Marin	1/1	1/1	1/1	1/1	1/1 gl	1/1	1/1	1/1	1/1	1/1
Napa	1/1	1/1	1/1	1/1	1/1 gl	1/1	1/1	1/1	1/1	1/1
San Francisco	1/1	1/1	1/1	1/1	1/1 gl	1/1	1/1	1/1	1/1	1/1
San Mateo	1/1	1/1	1/1	1/1	1/1 gl	1/1	1/1	1/1	1/1	1/1
Santa Clara	1/1	1/1	3/30 gl	1/1	1/1 gl	1/1	1/1	1/1	1/1	2/3 lbs
Solano	1/1	1/15 lbs	1/17 gl	1/1	1/1	1/1	1/1	1/1	1/1	1/1
Sonoma	1/1	1/1	2/20 gl	1/1	1/1 gl	1/1	1/1	1/1	1/1	1/1

Hazardous Classification	1 Explosives	2 Gases	3 Flammable Liquid	4 Flammable Solid, Spontaneously Combustible, and Dangerous when wet	5 Oxidizer, Organic Peroxide	6 Poison (Toxic), poison Inhalation hazard, infectious substance	7 Radioactive	8 Corrosive	9 Misc. Hazardous Material	10 Non-Haz
DISTRICT 5 Contractor shall maintain and utilize its field office in its identified county, counties or within 100 miles of the county boundaries.										
Monterey	1/1	1/1	3/26 gl	1/1	2/25 gl	1/1	1/1	1/20 gl	1/1	1/1
San Benito	1/1	1/1	2/5 gl	1/1	1/1	1/1	1/1	1/1	1/1	1/1
San Luis Obispo	1/1	1/1	3/17 gl	1/1	2/15 lbs	1/1	1/1	4/55 gl	1/1	1/1
Santa Barbara	1/1	1/1	18/29 gl	1/1	1/1	1/14 gl	1/1	3/21 gl	11/51 gl	1/1
Santa Cruz	1/1	1/1	1/1	1/1	2/40 lbs	1/1	1/1	1/1	1/1	4/47 lbs
DISTRICT 6 Contractor shall maintain and utilize its field office in its identified county, counties or within 100 miles of the county boundaries (except for the County of Mariposa). *County of Mariposa only: Contractor shall maintain and utilize its field office within 250 miles of the County of Mariposa boundaries.										
Fresno	1/1	1/1	9/85 gl	1/1	1/1	1/1	1/1	1/1	1/1	5/31 lbs
Kern	1/1	1/1	9/27 gl	1/1	1/1	1/1	1/1	1/31 gl	1/60 lbs	1/1
Kings	1/1	1/1	2/12 gl	1/1	1/1	1/1	1/1	1/1	1/1	1/1
Madera	1/1	1/1	3/23 gl	1/	1/1	1/1	1/1	1/1	1/1	1/8 gl
Mariposa	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1
Tulare	1/1	1/1	2/32 gl	1/1	1/1	1/1	1/1	1/1	1/1	1/28 gl
DISTRICT 7 Contractor shall maintain and utilize its field office in its identified county, counties or within 100 miles of the county boundaries (except LA Co.). *Los Angeles County only: Contractor shall maintain and utilize its field office in Los Angeles County .										
Los Angeles*	1/1	1/1	99/25 lbs	1/45 lb	1/1	1/16 gl	1/1	3/30 gl	22/25 gl	43/15 gl
Ventura	1/1	1/1	100/15 gl	1/1	1/1	1/1	1/1	1/1	10/15 gl	16/15 gl
DISTRICT 8 Contractor shall maintain and utilize its field office in its identified county, counties or within 100 miles of the county boundaries (except LA Co.). *Los Angeles County only: Contractor shall maintain and utilize its field office in Los Angeles County .										
Kern	1/1	1/1	3/7 gl	1/1	1/1	1/1	1/1	1/1	1/1	2/5 gl
Los Angeles*	1/1	1/1	95/26 gl	1/45 lbs	1/1	1/16 gl	1/1	3/29 gl	21/25 gl	48/15 gl
Riverside	1/1	1/1	11/30 gl	1/1	1/1	2/26 lbs	1/1	1/1	8/32 gl	5/31 yds
San Bernardino	1/1	1/1	26/38 gl	1/1	1/1 gl	2/16 gl	1/1	2/38 gl	8/51 lbs	5/40 lbs
DISTRICT 9 Contractor shall maintain and utilize its field office within 100 miles of Kern, and San Berardino county boundaries. Contractor shall maintain and utilize its field office within 150 miles of the Inyo, and Mono county boundaries.										
Inyo	1/1	1/1	5/50 gl	1/1	1/1 gl	1/1	1/1	1/15 lbs	1/1	1/60 gl
Kern	1/1	1/1	6/545 gl	1/1	1/125 lbs	1/60 gl	1/1	1/1	1/1	1/1
Mono	1/1	1/1	4/38 gl	1/1	1/400 lbs	1/1	1/1	1/1	1/1	1/1
San Bernardino	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1
DISTRICT 10 Contractor shall maintain and utilize its field office within 100 miles of Madera, Merced, San Joaquin, and Stanislaus county boundaries. Contractor shall maintain and utilize its field office within 250 miles of Alpine, Amador, Calaveras, Mariposa, and Tuolumne county boundaries.										
Alpine	1/1	1/1	2/10 gl	1/1	1/1	1/1	1/1	1/1	1/1	1/1
Amador	1/1	1/1	5/13 gl	1/1	1/1	1/1	1/1	1/1	1/1	2/39 lbs
Calaveras	1/1	1/1	2/44 gl	1/3 gl	1/1	1/1	1/1	1/1	1/1	1/1
Madera	1/1	1/1	1/59 gl	1/1	1/1	1/1	1/1	1/1	1/1	1/1
Mariposa	1/1	2/29 gl	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1
Merced	1/1	1/7 lbs	14/23 gl	1/1	1/1	1/1	1/11 lbs	1/24 gl	4/21 gl	5/9 gl
San Joaquin	1/1	1/21 lbs	25/93 gl	1/1	1/1	1/40 gl	1/1	1/1	7/8 gl	1/72 gl
Stanislaus	1/1	1/1	14/13 gl	1/ 2 gl	1/14 gl	1/1	1/1	3/11 lbs	3/32 lbs	7/42 lbs
Tuolumne	1/1	1/1	2/5 gl	1/1	1/1	1/1	1/1	1/29 gl	1/1	1/1
DISTRICT 11 Contractor shall maintain and utilize its field office in its identified county, counties or within 100 miles of the county boundaries (except SD Co.). *San Diego County only: Contractor shall maintain and utilize its field office in San Diego County .										
Imperial	1/1	1/1	8/41 gl	1/1	1/1 gl	1/90 gl	1/1	1/10 gl	1/1	3/75 lbs
San Diego*	1/1	1/1	66/21 gl	1/1	1/1 gl	3/47 gl		6/10 gl	1/1	27/16 gl
DISTRICT 12 Contractor shall maintain and utilize its field office in its identified county, counties or within 100 miles of the county boundaries.										
Orange	1/1	1/1	1/1	1/1	1/1 gl	1/1	1/1	1/1	1/1	1/1

BID PROPOSAL

ADM-1412 (REV. 09/04) PAGE 3 OF 5

ATTACHMENT 1 REVISED

Each Contractor will be ranked by lowest cost **per County** and **by Standard Operation of Service**. Bidder may bid on more than one County as specified in this solicitation. Bid using one (1) Bid Package for each **County**. Bidder is not required to bid in every County or in every specialty Service Type Capability. Copy this bid document as necessary. The bids for **each** bid document include **all costs as specified in the Agreement**.

THIS BID SHEET IS IN REFERENCE TO **DISTRICT**

1 2 3 4 5 6 7 8 9 10 11 12

(CIRCLE THE DISTRICT THAT APPLIES TO THE BID BELOW)

THIS BID IS FOR THE COUNTY: _____

- ☐ CONTRACTOR'S FACILITY, AS DESCRIBED IN THE AGREEMENT, IS WITHIN THE COUNTY BOUNDARY NAME ABOVE.
☐ CONTRACTOR'S FACILITY, AS DESCRIBED IN THE AGREEMENT, IS OUTSIDE OF THE COUNTY BOUNDARY NAMED ABOVE.

TO BID FOR LOS ANGELES COUNTY OR SAN DIEGO COUNTY, BIDDER **MUST** HAVE A FACILITY IN THAT COUNTY (AS DESCRIBED HEREIN).

SERVICE TYPE CAPABILITIES	CONFINED SPACE ENTRY	ASBESTOS	BIOWASTE	MERCURY	LEVEL A	LEVEL B	RADIOLOGICAL	STINGER OPS	TRANSPORT HAZARDOUS WASTE OF CONCERN
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CONTRACTOR'S NAME (Please Print):

CONTRACT NUMBER
56A010824 Hour Dispatch No.
() -

Hourly Rates: Hourly rates are fully loaded as described in Health and Safety equipment to perform are comprehensive and include Level C and Level D personnel protective equipment and employee benefits. Rates will be paid for actual time on spill site. Minimum hourly charges are not allowed.

***Prevailing Wage Requirements.** Prevailing wages shall be paid for all service requests totaling over \$15,000.00. Prevailing wage rates shall include all administrative costs for completion and submittal of certified payroll proof of each type of benefit, with the dollar value, at time of award and as specified in this Agreement. Also refer to <http://workitout.ca.gov/faq.asp?id=143>.

Call Out. A single flat rate will be charged when response staff is deployed and arrives at spill site. Covers hours required transporting to and from spill site.

SECTION A LABOR RATES

EMPLOYEE JOB TITLE	CALL OUT	UN-COVERED WORK HOURLY BASE RATE	COVERED WORK* HOURLY BASE RATE	SUB-TOTAL COST
FIELD TECHNICIAN				
LEAD TECHNICIAN/SUPERVISOR				
EQUIPMENT OPERATOR				
CHEMIST/INDUSTRIAL HYGIENIST/ANALYST				
PROJECT MANAGER				
LABORER				

Section A Sub-total:**SECTION B** UN-OPERATED EQUIPMENT FOR EMERGENCY RESPONSE

ITEM NO.	DESCRIPTION	HOURLY RATE Not to exceed 8 hours	DAILY RATE 8 to 24 hours	SUB-TOTAL COST
1	EMERGENCY RESPONSE UNIT/VAN/TRAILER			
2	GEAR TRUCK (2 AXLE)			
3	LOADER, BACKHOE OR 1 TO 2 CU YD EQUIVALENT EQUIPMENT			
4	PICKUP TRUCK OR VAN (1TON OR LESS)			
5	ROLL-OFF SINGLE BIN CAPACITY TRUCK			

BID PROPOSAL

ADM-1412 (REV. 09/04) PAGE 4 OF 5

ATTACHMENT 1 REVISED**UN-OPERATED EQUIPMENT FOR EMERGENCY RESPONSE CONTINUED**

ITEM NO.	DESCRIPTION	HOURLY RATE Not to exceed 8 hours	DAILY RATE 8 to 24 hours	SUB-TOTAL COST
6	ROLL-OFF DUAL BIN CAPACITY TRUCK			
7	SEMI-END DUMP TRUCK (up to 20 yard capacity)			
8	TRUCK AND TRANSFER TRAILER			
9	VACUUM/ TANKER (120 BBL STAINLESS STEEL)			
10	BINS 10 CU YD (Includes any liners)	N/A		
11	BINS 20 CU YD (Includes any liners)	N/A		
12	BINS 40 CU YD (Includes any liners)	N/A		

TEST AND PPE EQUIPMENT

ITEM NO.	DESCRIPTION	HOURLY RATE Not to exceed 8 hours	DAILY RATE 8 to 24 hours	SUB-TOTAL COST
13	COMBO/OXYGEN METER (CO2, HS, OS, UEL & LEL)			
14	CONFINED SPACE RESCUE EQUIPMENT			
15	HAZCAT KIT			
16	PID METER			

Section B Sub-total:**SECTION C WASTE TRANSPORTATION COST (INCLUDES ANY STORAGE COSTS)**

ITEM NO.	UNIT OF MEASURE	DESCRIPTION OF SERVICES	UNIT PRICE
17	1-5 DRUMS	TRANSPORT COST PER UNIT OF MEASURE TO RECYCLE, TREATMENT, STORAGE, AND/OR DISPOSAL FACILITY (drums are a 5 to 85 gallon container size)	
18	6-20 DRUMS	TRANSPORT COST PER UNIT OF MEASURE TO RECYCLE, TREATMENT, STORAGE, AND/OR DISPOSAL FACILITY (drums are a 5 to 85 gallon container size)	
19	20 + DRUMS	TRANSPORT COST PER UNIT OF MEASURE TO RECYCLE, TREATMENT, STORAGE, AND/OR DISPOSAL FACILITY (drums are a 5 to 85 gallon container size)	
20	20 YD	TRANSPORT COST 20 CU YD of MATERIAL TO RECYCLE, TREATMENT, STORAGE, AND/OR DISPOSAL FACILITY	
21	40 YD	TRANSPORT COST 40 CU YD of MATERIAL TO RECYCLE, TREATMENT, STORAGE, AND/OR DISPOSAL FACILITY	
22	10-20 CU YD	TRANSPORT COST PER TO RECYCLE, TREATMENT, STORAGE, AND/OR DISPOSAL FACILITY. Transport of bulk solid material (10-20 CU YD)	
23	TANKER TRUCK	TRANSPORT COST PER TANKER/VACUUM TRUCK TO RECYCLE, TREATMENT, STORAGE, AND/OR DISPOSAL FACILITY. Transport of bulk liquid.	
24	LAB SAMPLES (BATCHED)	TRANSPORT AND/OR SHIPPING OF LAB SAMPLES TO LABORATORY	

Section C Sub-total:

BID PROPOSALADM-1412 (REV. 09/04) PAGE 5 OF 5**ATTACHMENT 1 REVISED**

SECTION D		MATERIAL COSTS	
ITEM NO.	UNIT OF MEASURE	DESCRIPTION OF SERVICES	UNIT PRICE
25	20 POUNDS	ABSORBENT, VERMICULITE OR EQUIVALENT (4 CU FT, 16-20 POUNDS)	\$
26	EACH	DRUMS (new) -10 -15 Gallon DOT approved container (includes lid & seal & liner)	
27	EACH	DRUMS (new) -20-30 Gallon DOT approved container (includes lid & seal & liner)	
28	EACH	DRUMS (new) - 55 GALLON STEEL DRUM, OPEN TOP WITH LID AND SEAL (Includes 6 mil plastic drum liner)	
29	EACH	DRUMS (new) -85 GALLON DOT RECOVERY	\$

Section D Sub-total:

SECTION E		REPORT	
ITEM NO.	DESCRIPTION	HOURLY RATE	
30	SITE SURVEY REPORT		

Section E Sub-total:**TOTAL (SECTIONS A - E)**

DEPARTMENT OF TRANSPORTATION

ADMINISTRATION

DIVISION OF PROCUREMENT AND CONTRACTS MS-67

1727 30TH STREET

SACRAMENTO, CA 95816-7006

PHONE (916) 227-6057

FAX (916) 227-6155

TTY (800) 735-0193 or (916) 227-2857

INTERNET <http://caltrans-opac.ca.gov>*Flex your power!
Be energy efficient!*

08/23/2004

**Addendum Three To
Invitation for Bid
56a0108
Hazardous Waste Spill Removal and Clean up on California Highways**

This Addendum clarifies that Addendum One was never issued, and that Addendum Two was the first Addendum issued.

This Addendum replaces ATTACHMENT 1 with ATTACHMENT 1 REVISED, copy attached. ATTACHMENT 1 REVISED, is to be submitted with your bid package.

This Addendum announces an Optional Pre-Bid Conference:

An Optional Pre-Bid Conference is scheduled at 9:00 A.M. to noon, Thursday 09/02/04, for the purpose of discussing concerns regarding this IFB. Questions that were previously submitted need not be re-submitted. Meeting will be held at:

Maintenance Equipment Training Academy (META) Auditorium
4338 Dudley Blvd. Bldg. 429, McClellan Park, CA
Phone: (916) 643-8847 or (916) 643-8803

Direction to META Auditorium: Sacramento County Highway 80 (East and West Bound) to Watt Avenue (north bound); Left turn into McClellan Park – PeaceKeeper Gate; From PeaceKeeper turn left onto Dudley Blvd. (At watertower); Second stop sign turn right (Dudley Blvd.); At next stop sign turn left (Dudley Blvd.); META Bldg. 429 is on the left hand side of the street.

In the event a potential bidder is unable to attend the Optional Pre-Bid Conference, an authorized representative may attend on their behalf. The representative may only sign-in for one (1) company.

All prospective bidders attending the Optional Pre-Bid Conference are to be assembled at META Auditorium 4338 Dudley Blvd. Bldg. 429, at 8:50 A.M. Bidders must sign-in (on the sheet provided) upon arrival and sign-out upon completion of the activities. Department of Transportation will conduct the Optional Pre-Bid Conference and disseminate any additional information to participants, if necessary.

Questions and Answers

Questions regarding this IFB must be submitted in writing. Bidders are to use the attached form to submit their questions at the Optional Pre-Bid Conference.

Written responses to all questions will be collectively compiled and e-mailed or mailed, as an Addendum, to each individual or firm who downloaded this IFB from the Internet or who requested this IFB by calling the recorded bid line: (916) 227-6090. Hard copy responses are disseminated by mail to those firms not having e-mail, and an electronic version is uploaded to the Department of Transportation's website. It is the responsibility of the Bidder to inquire about an expected Addendum if the Addendum is not received. Bidder can contact the Contract Analyst named above or check the Department of Transportation's website:

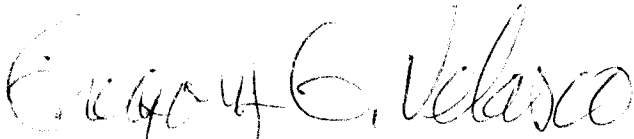
<http://www.caltrans-opac.ca.gov/contract.htm>

Reasonable Accommodations

For bidders who need assistance due to a physical impairment, a reasonable accommodation will be provided upon request for the Optional Pre-Bid Conference. The bidder must call the designated Caltrans contact at TTY (800) 735-0193 or (916) 227-2857 no later than the fifth working day prior to the scheduled date and time of the pre-bid conference to arrange for a reasonable accommodation.

All other terms and conditions set forth in the Invitation for Bid remain in full force and effect.

If you have any questions regarding the above, please call Gregory G. Velasco at (916) 227-6057.



Gregory G. Velasco
Contract Analyst

1. The quantities below are estimates only and are given as a basis for comparison of bids. No guarantee is made or implied as to the exact quantity that will be needed.
2. IN CASE OF DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL SET FORTH FOR A UNIT BASIS ITEM, THE UNIT PRICE SHALL PREVAIL.
3. Any bid may be rejected if it is unreasonable as to price. Unreasonableness of price includes not only the total price of the bid, but prices for individual line items as well.

Instructions: Hazardous Class Codes 1 – 9 below are Federal DOT Codes and Haz Code 10 (non-hazardous) is a Caltrans code. Using the estimated occurrences and estimated averaged quantities below, estimate the hourly Labor rates; equipment mobilization/Demobilization, call-out rates per employee, cost per incident; un-operated equipment costs for the incident (hourly and daily rates); Material and Lab Analysis costs for the estimated incident(s); and Disposal Transportation Costs using the pages 3 through 5 of this Bid Package:

Estimated Number of Occurrences PER YEAR / SPILL AMOUNT (Averaged Estimate For Computing Purposes)

Example: 5/10 gl means the estimated number of occurrences per year is 5 and spill amount (averaged) is 10 gallons

Hazardous Classification	1 Explosives	2 Gases	3 Flammable Liquid	4 Flammable Solid, Spontaneously Combustible, and Dangerous when wet	5 Oxidizer, Organic Peroxide	6 Poison (Toxic), poison Inhalation hazard, infectious substance	7 Radioactive	8 Corrosive	9 Misc. Hazardous Material	10 non-Haz
DISTRICT 1 Contractor shall maintain and utilize its field office in its identified county or within 250 miles of the county boundaries.										
Del Norte	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1
Humboldt	1/1	1/1	1/40gl	1/1	1/1	1/1	1/1	1/1	1/1	1/1
Lake	1/1	1/1	1/30gl	1/1	1/1	1/1	1/1	1/1	1/1	1/1
Mendocino	1/1	1/1	1/15 gl	1/1	1/1	1/1	1/1	1/1	1/1	1/1
DISTRICT 2 Contractor shall maintain and utilize its field office in its identified county, counties or within 100 miles of the county boundaries (except Modoc Co.). *Modoc County only: Contractor shall maintain and utilize its field office in its identified county, counties or within 200 miles of the county boundaries.										
Butte	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/170 gl	1/1
Lassen	1/1	1/1	3/44 gl	1/1	1/1	1/1	1/1	1/1	1/1	1/2yd
Modoc*	1/1	1/1	1/5 gl	1/1	1/1 gl	1/1	1/1	1/1	1/1	1/1
Plumas	1/1	1/1	1/1	1/1	1/1 gl	1/1	1/1	1/1	1/1	2/10 lbs
Shasta	1/1	1/1	11/25 gl	1/1	1/1 gl	1/1	1/1	1/1	1/67 gl	7/10 lbs
Sierra	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1
Siskiyou	1/1	1/1	5/34 gl	1/1	1/1 gl	1/1	1/1	1/1	2/39 gl	2/32 lbs
Tehama	1/1	1/1	3/22 gl	1/1	1/1 gl	1/1	1/1	1/1	1/1	4/32 lbs
Trinity	1/1	1/1	2/27 gl	1/1	1/1 gl	1/1	1/1	1/1	1/1	1/39 yds
DISTRICT 3 Contractor shall maintain and utilize its field office in its identified county, counties or within 100 miles of the county boundaries.										
Butte	1/1	1/1	2/13 gl	1/1	1/1 gl	1/1	1/1	1/3 gl	1/1	1/1
Colusa	1/1	1/1	1/1	1/1	1/1 gl	1/1	1/1	1/1	1/33 gl	1/32 gl
El Dorado	1/1	1/1	3/58 gl	1/1	1/1 gl	1/1	1/1	1/1	1/1	1/1
Glenn	1/1	1/1	1/1	1/1	1/1 gl	1/1	1/1	1/1	1/15 gl	2/10 gl
Nevada	1/1	1/1	7/21 gl	1/1	1/1 gl	1/1	1/1	1/1	1/1	2/5 lbs
Placer	1/1	1/1	1/45 gl	1/1	1/1 gl	1/1	1/1	2/14 gl	1/69 gl	1/1
Sacramento	1/1	1/1	9/16 gl	1/1	1/1 gl	1/1	1/1	1/1	10/11 gl	1/1
Sierra	1/1	1/1	1/1	1/1	1/1 gl	1/1	1/1	1/1	1/1	1/1
Sutter	1/1	1/1	1/31 gl	1/1	1/1 gl	1/1	1/1	1/1	1/1	1/1
Yolo	1/1	1/1	7/9 gl	1/1	1/1 gl	1/1	1/1	1/1	2/12 gl	1/1
Yuba	1/1	1/1	1/1	1/1	1/1 gl	1/1	1/1	1/1	1/1	1/1
DISTRICT 4 Contractor shall maintain and utilize its field office in its identified county, counties or within 100 miles of the county boundaries.										
Alameda	1/1	1/1	20/16 gl	1/1	1/1 gl	1/1	1/1	1/29 gl	1/1	1/1
Contra Costa	1/1	1/1	6/10 gl	1/1	1/1 gl	1/1 lb	1/1	1/1	1/5 yds	2/30 gl
Marin	1/1	1/1	1/1	1/1	1/1 gl	1/1	1/1	1/1	1/1	1/1
Napa	1/1	1/1	1/1	1/1	1/1 gl	1/1	1/1	1/1	1/1	1/1
San Francisco	1/1	1/1	1/1	1/1	1/1 gl	1/1	1/1	1/1	1/1	1/1
San Mateo	1/1	1/1	1/1	1/1	1/1 gl	1/1	1/1	1/1	1/1	1/1
Santa Clara	1/1	1/1	3/30 gl	1/1	1/1 gl	1/1	1/1	1/1	1/1	2/3 lbs
Solano	1/1	1/15 lbs	1/17 gl	1/1	1/1	1/1	1/1	1/1	1/1	1/1
Sonoma	1/1	1/1	2/20 gl	1/1	1/1 gl	1/1	1/1	1/1	1/1	1/1

Hazardous Classification	1 Explosives	2 Gases	3 Flammable Liquid	4 Flammable Solid, Spontaneously Combustible, and Dangerous when wet	5 Oxidizer, Organic Peroxide	6 Poison (Toxic), poison Inhalation hazard, infectious substance	7 Radioactive	8 Corrosive	9 Misc. Hazardous Material	10 Non-Haz
DISTRICT 5 Contractor shall maintain and utilize its field office in its identified county, counties or within 100 miles of the county boundaries.										
Monterey	1/1	1/1	3/26 gl	1/1	2/25 gl	1/1	1/1	1/20 gl	1/1	1/1
San Benito	1/1	1/1	2/5 gl	1/1	1/1	1/1	1/1	1/1	1/1	1/1
San Luis Obispo	1/1	1/1	3/17 gl	1/1	2/15 lbs	1/1	1/1	4/55 gl	1/1	1/1
Santa Barbara	1/1	1/1	18/29 gl	1/1	1/1	1/14 gl	1/1	3/21 gl	11/51 gl	1/1
Santa Cruz	1/1	1/1	1/1	1/1	2/40 lbs	1/1	1/1	1/1	1/1	4/47 lbs
DISTRICT 6 Contractor shall maintain and utilize its field office in its identified county, counties or within 100 miles of the county boundaries.										
Fresno	1/1	1/1	9/85 gl	1/1	1/1	1/1	1/1	1/1	1/1	5/31 lbs
Kern	1/1	1/1	9/27 gl	1/1	1/1	1/1	1/1	1/31 gl	1/60 lbs	1/1
Kings	1/1	1/1	2/12 gl	1/1	1/1	1/1	1/1	1/1	1/1	1/1
Madera	1/1	1/1	3/23 gl	1/1	1/1	1/1	1/1	1/1	1/1	1/8 gl
Mariposa	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1
Tulare	1/1	1/1	2/32 gl	1/1	1/1	1/1	1/1	1/1	1/1	1/28 gl
DISTRICT 7 Contractor shall maintain and utilize its field office in its identified county, counties or within 100 miles of the county boundaries (except LA Co.).										
*Los Angeles County only: Contractor shall maintain and utilize its field office in Los Angeles County.										
Los Angeles*	1/1	1/1	99/25 lbs	1/45 lb	1/1	1/16 gl	1/1	3/30 gl	22/25 gl	43/15 gl
Ventura	1/1	1/1	100/15 gl	1/1	1/1	1/1	1/1	1/1	10/15 gl	16/15 gl
DISTRICT 8 Contractor shall maintain and utilize its field office in its identified county, counties or within 100 miles of the county boundaries (except LA Co.).										
*Los Angeles County only: Contractor shall maintain and utilize its field office in Los Angeles County.										
Kern	1/1	1/1	3/7 gl	1/1	1/1	1/1	1/1	1/1	1/1	2/5 gl
Los Angeles*	1/1	1/1	95/26 gl	1/45 lbs	1/1	1/16 gl	1/1	3/29 gl	21/25 gl	48/15 gl
Riverside	1/1	1/1	11/30 gl	1/1	1/1	2/26 lbs	1/1	1/1	8/32 gl	5/31 yds
San Bernardino	1/1	1/1	26/38 gl	1/1	1/1 gl	2/16 gl	1/1	2/38 gl	8/51 lbs	5/40 lbs
DISTRICT 9 Contractor shall maintain and utilize its field office in its identified county, counties or within 100 miles of the county boundaries.										
Inyo	1/1	1/1	5/50 gl	1/1	1/1 gl	1/1	1/1	1/15 lbs	1/1	1/60 gl
Kern	1/1	1/1	6/545 gl	1/1	1/125 lbs	1/60 gl	1/1	1/1	1/1	1/1
Mono	1/1	1/1	4/38 gl	1/1	1/400 lbs	1/1	1/1	1/1	1/1	1/1
San Bernardino	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1
DISTRICT 10 Contractor shall maintain and utilize its field office in its identified county, counties or within 100 miles of the county boundaries.										
Alpine	1/1	1/1	2/10 gl	1/1	1/1	1/1	1/1	1/1	1/1	1/1
Amador	1/1	1/1	5/13 gl	1/1	1/1	1/1	1/1	1/1	1/1	2/39 lbs
Calaveras	1/1	1/1	2/44 gl	1/3 gl	1/1	1/1	1/1	1/1	1/1	1/1
Madera	1/1	1/1	1/59 gl	1/1	1/1	1/1	1/1	1/1	1/1	1/1
Mariposa	1/1	2/29 gl	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1
Merced	1/1	1/7 lbs	14/23 gl	1/1	1/1	1/1	1/11 lbs	1/24 gl	4/21 gl	5/9 gl
San Joaquin	1/1	1/21 lbs	25/93 gl	1/1	1/1	1/40 gl	1/1	1/1	7/8 gl	1/72 gl
Stanislaus	1/1	1/1	14/13 gl	1/2 gl	1/14 gl	1/1	1/1	3/11 lbs	3/32 lbs	7/42 lbs
Tuolumne	1/1	1/1	2/5 gl	1/1	1/1	1/1	1/1	1/29 gl	1/1	1/1
DISTRICT 11 Contractor shall maintain and utilize its field office in its identified county, counties or within 100 miles of the county boundaries (except SD Co.).										
*San Diego County only: Contractor shall maintain and utilize its field office in San Diego County.										
Imperial	1/1	1/1	8/41 gl	1/1	1/1 gl	1/90 gl	1/1	1/10 gl	1/1	3/75 lbs
San Diego*	1/1	1/1	66/21 gl	1/1	1/1 gl	3/47 gl		6/10 gl	1/1	27/16 gl
DISTRICT 12 Contractor shall maintain and utilize its field office in its identified county, counties or within 100 miles of the county boundaries.										
Orange	1/1	1/1	1/1	1/1	1/1 gl	1/1	1/1	1/1	1/1	1/1

BID PROPOSAL

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ATTACHMENT 1 REVISED

Each Contractor will be ranked by lowest cost **per County** and **by Standard Operation of Service**. Bidder may bid on more than one County as specified in this solicitation. Bid using one (1) Bid Package for each **County**. Bidder is not required to bid in every County or in every specialty Service Type Capability. Copy this bid document as necessary. The bids for **each** bid document include **all costs as specified in the Agreement**.

THIS BID SHEET IS IN REFERENCE TO **DISTRICT**

1 2 3 4 5 6 7 8 9 10 11 12
(CIRCLE THE DISTRICT THAT APPLIES TO THE BID BELOW)

THIS BID IS FOR THE COUNTY: _____

- ☐ CONTRACTOR'S FACILITY, AS DESCRIBED IN THE AGREEMENT, IS WITHIN THE COUNTY BOUNDARY NAME ABOVE.
☐ CONTRACTOR'S FACILITY, AS DESCRIBED IN THE AGREEMENT, IS OUTSIDE OF THE COUNTY BOUNDARY NAMED ABOVE.

TO BID FOR LOS ANGELES COUNTY OR SAN DIEGO COUNTY, BIDDER **MUST** HAVE A FACILITY IN THAT COUNTY (AS DESCRIBED HEREIN).

SERVICE TYPE CAPABILITIES	CONFINED SPACE ENTRY	ASBESTOS	BIOWASTE	MERCURY	LEVEL A	LEVEL B	RADIOLOGICAL	STINGER OPS	TRANSPORT HAZARDOUS WASTE OF CONCERN
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CONTRACTOR'S NAME (Please Print):	CONTRACT NUMBER 56A0108	24 Hour Dispatch No. () -
-----------------------------------	-----------------------------------	-------------------------------

Hourly Rates: Hourly rates are fully loaded as described in Health and Safety equipment to perform are comprehensive and include Level C and Level D personnel protective equipment and employee benefits. Rates will be paid for actual time on spill site. Minimum hourly charges are not allowed.

***Prevailing Wage Requirements.** Prevailing wages shall be paid for all service requests totaling over \$15,000.00. Prevailing wage rates shall include all administrative costs for completion and submittal of certified payroll proof of each type of benefit, with the dollar value, at time of award and as specified in this Agreement. Also refer to <http://workitout.ca.gov/faq.asp?id=143>.

Call Out. A single flat rate will be charged when response staff is deployed and arrives at spill site. Covers hours required transporting to and from spill site.

SECTION A LABOR RATES

EMPLOYEE JOB TITLE	CALL OUT	UN-COVERED WORK HOURLY BASE RATE	COVERED WORK* HOURLY BASE RATE	SUB-TOTAL COST
FIELD TECHNICIAN				
LEAD TECHNICIAN/SUPERVISOR				
EQUIPMENT OPERATOR				
CHEMIST/INDUSTRIAL HYGIENIST/ANALYST				
PROJECT MANAGER				
LABORER				
Section A Sub-total:				

SECTION B UN-OPERATED EQUIPMENT FOR EMERGENCY RESPONSE

ITEM NO.	DESCRIPTION	HOURLY RATE Not to exceed 8 hours	DAILY RATE 8 to 24 hours	SUB-TOTAL COST
1	EMERGENCY RESPONSE UNIT/VAN/TRAILER			
2	GEAR TRUCK (2 AXLE)			
3	LOADER, BACKHOE OR 1 TO 2 CU YD EQUIVALENT EQUIPMENT			
4	PICKUP TRUCK OR VAN (1TON OR LESS)			
5	ROLL-OFF SINGLE BIN CAPACITY TRUCK			

BID PROPOSAL

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ATTACHMENT 1 REVISED**UN-OPERATED EQUIPMENT FOR EMERGENCY RESPONSE CONTINUED**

ITEM NO.	DESCRIPTION	HOURLY RATE Not to exceed 8 hours	DAILY RATE 8 to 24 hours	SUB-TOTAL COST
6	ROLL-OFF DUAL BIN CAPACITY TRUCK			
7	SEMI-END DUMP TRUCK (up to 20 yard capacity)			
8	TRUCK AND TRANSFER TRAILER			
9	VACUUM/ TANKER (120 BBL STAINLESS STEEL)			
10	BINS 10 CU YD (Includes any liners)	N/A		
11	BINS 20 CU YD (Includes any liners)	N/A		
12	BINS 40 CU YD (Includes any liners)	N/A		

TEST AND PPE EQUIPMENT

ITEM NO.	DESCRIPTION	HOURLY RATE Not to exceed 8 hours	DAILY RATE 8 to 24 hours	SUB-TOTAL COST
13	COMBO/OXYGEN METER (CO2, HS, OS, UEL & LEL)			
14	CONFINED SPACE RESCUE EQUIPMENT			
15	HAZCAT KIT			
16	PID METER			

Section B Sub-total:**SECTION C WASTE TRANSPORTATION COST (INCLUDES ANY STORAGE COSTS)**

ITEM NO.	UNIT OF MEASURE	DESCRIPTION OF SERVICES	UNIT PRICE
17	1-5 DRUMS	TRANSPORT COST PER UNIT OF MEASURE TO RECYCLE, TREATMENT, STORAGE, AND/OR DISPOSAL FACILITY (drums are a 5 to 85 gallon container size)	
18	6-20 DRUMS	TRANSPORT COST PER UNIT OF MEASURE TO RECYCLE, TREATMENT, STORAGE, AND/OR DISPOSAL FACILITY (drums are a 5 to 85 gallon container size)	
19	20 + DRUMS	TRANSPORT COST PER UNIT OF MEASURE TO RECYCLE, TREATMENT, STORAGE, AND/OR DISPOSAL FACILITY (drums are a 5 to 85 gallon container size)	
20	20 YD	TRANSPORT COST 20 CU YD of MATERIAL TO RECYCLE, TREATMENT, STORAGE, AND/OR DISPOSAL FACILITY	
21	40 YD	TRANSPORT COST 40 CU YD of MATERIAL TO RECYCLE, TREATMENT, STORAGE, AND/OR DISPOSAL FACILITY	
22	10-20 CU YD	TRANSPORT COST PER TO RECYCLE, TREATMENT, STORAGE, AND/OR DISPOSAL FACILITY. Transport of bulk solid material (10-20 CU YD)	
23	TANKER TRUCK	TRANSPORT COST PER TANKER/VACUUM TRUCK TO RECYCLE, TREATMENT, STORAGE, AND/OR DISPOSAL FACILITY. Transport of bulk liquid.	
24	LAB SAMPLES (BATCHED)	TRANSPORT AND/OR SHIPPING OF LAB SAMPLES TO LABORATORY	

Section C Sub-total:

BID PROPOSAL

ADM-1412 (REV. 04/04) PAGE 5 OF 5

ATTACHMENT 1 REVISED

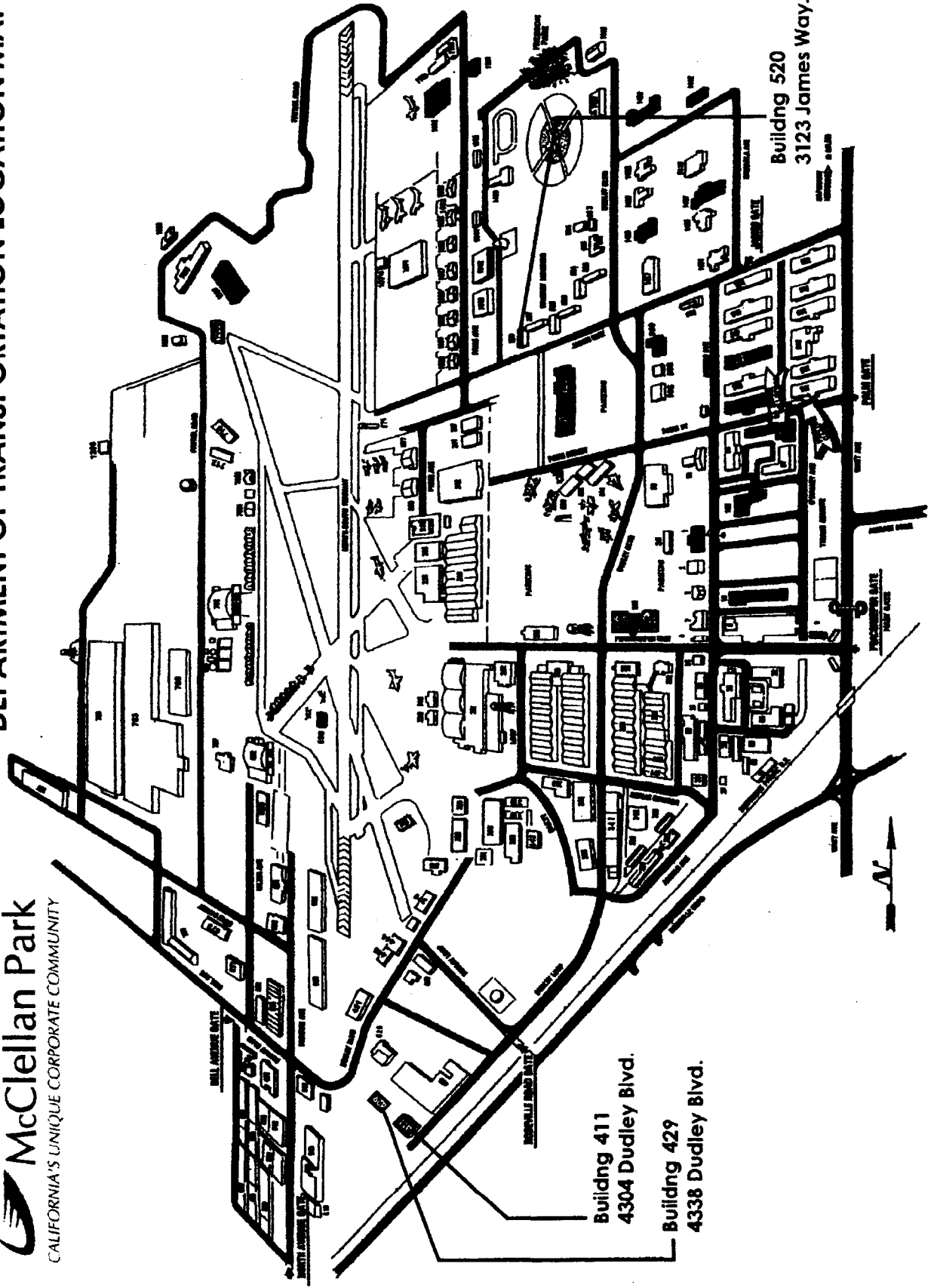
SECTION D		MATERIAL COSTS	
ITEM NO.	UNIT OF MEASURE	DESCRIPTION OF SERVICES	UNIT PRICE
25	20 POUNDS	ABSORBENT, VERMICULITE OR EQUIVALENT (4 CU FT, 16-20 POUNDS)	\$
26	EACH	DRUMS (new) -10 -15 Gallon DOT approved container (includes lid & seal & liner)	
27	EACH	DRUMS (new) -20-30 Gallon DOT approved container (includes lid & seal & liner)	
28	EACH	DRUMS (new) - 55 GALLON STEEL DRUM, OPEN TOP WITH LID AND SEAL (Includes 6 mil plastic drum liner)	
29	EACH	DRUMS (new) -85 GALLON DOT RECOVERY	\$
Section D Sub-total:			
SECTION E		REPORT	
ITEM NO.	DESCRIPTION	HOURLY RATE	
30	SITE SURVEY REPORT		
Section E Sub-total:			
TOTAL (SECTIONS A - E)			

[illegible]



McClellan Park
CALIFORNIA'S UNIQUE CORPORATE COMMUNITY

DEPARTMENT OF TRANSPORTATION LOCATION MAP



DEPARTMENT OF TRANSPORTATION

ADMINISTRATION

DIVISION OF PROCUREMENT AND CONTRACTS MS-67

1727 30TH STREET

SACRAMENTO, CA 95816-7006

PHONE (916) 227-6000

FAX (916) 227-6155

TTY (800) 735-0193 or (916) 227-2857

INTERNET <http://caltrans-opac.ca.gov>*Flex your power!
Be energy efficient!*

Date: August 13, 2004

Contract : 56a0108

ADDENDUM 2

Dear potential bidders:

Reference: IFB 56a0108 – Hazardous Waste Clean Up Spilled on Highways.

The above listed IFB contract was scheduled for a bid opening on 8/17/04 and is now being postponed until a later date.

Another addendum will be posted next week to provide the new Bid Opening date.

Sincerely,

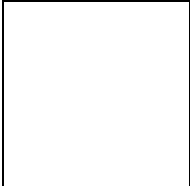
Contract Analyst

Division of Procurement and Contracts

The following is the Table of Contents for the Internet Bid Package documents.

56a0108a.doc	Invitation For Bid (IFB), 30 pages
56a0108b.doc	Sample Standard Agreement, 42 pages
56a0108c.doc	Subcontracting Provisions/List, 1 page
56a0108d.doc	Caltrans Labor Compliance Statewide Personnel Phone Roster, 2 pages
56a0108e.doc	Sample Invoice, 1 page
56a0108f.doc	Caltrans District Boundaries and County Service Areas, 1 page

If this Bid Package is downloaded via the Internet, you will need to submit your signed bid documents in a sealed envelope with the following information on the envelope as provided in the sample below:

YOUR RETURN ADDRESS	Agreement No. 56a0108	
	Bid Due Date: 08/17/04	
	Bid Due Time: 2:15 P.M.	
	Bid Opening Time: 2:30 P.M.	
	Attn: Bid Unit	
	“BID SUBMITTAL - DO NOT OPEN”	
	Department of Transportation, MS-67 Division of Procurement and Contracts 1727 30th Street Sacramento, CA 95816-7006	

DEPARTMENT OF TRANSPORTATION

ADMINISTRATION

DIVISION OF PROCUREMENT AND CONTRACTS MS-67

1727 30TH STREET

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INTERNET <http://caltrans-opac.ca.gov>*Flex your power!
Be energy efficient!*

07/27/04

INVITATION FOR BID (IFB)
IFB # 56a0108
Notice to Prospective Contractors

You are invited to review and respond to this Invitation for Bid (IFB), entitled **Hazardous Waste Spill Removal and Clean up on California Highways**. In submitting your bid, you must comply with the instructions found herein.

Note that all Agreements entered into with the State of California, Department of Transportation (State) will include, by reference, General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site <http://www.ols.dgs.ca.gov/Standard+Language>. If you do not have Internet access, a hard copy can be provided by contacting the Bid Unit: (916) 227-6075, Fax (916) 227-6155.

In the opinion of the State, this IFB is complete and without need of explanation. However, if you have questions*, or should you need any clarifying information, the designated contact person for this IFB is:

Gregory G. Velasco
Department of Transportation
Business Phone: (916) 227-6057
Fax: (916) 227-6155

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Gregory G. Velasco
Contract Analyst

*Technical questions regarding this solicitation will be addressed, in writing, in accordance with the Questions and Answers portion of this IFB. See **Section C 1, Time Schedule** for more details.

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7. Multi-Provider Ranking Sample	
8. Prevailing Wage District Labor Compliance Officer List	
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10. District Boundaries and County Service Areas -- Map	
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A) Purpose and Description of Services

The California Department of Transportation (Caltrans) is seeking bids from Contractors in the response to, identification of and removal of Hazardous Waste and Hazardous Substances spilled on California State Highways. This is an on-call multiple provider Agreement. The agreement term is estimated to cover two (2) state fiscal years. Bids may be submitted for any county or counties within the State of California as described herein. The services, if needed shall be performed on an "on call" emergency basis, 24 hours a day, 7 days a week.

Numerous Hazardous Substance Removal Certified Contractors are needed to provide Caltrans with the same or similar emergency Hazardous Material spill cleanup and disposal services throughout the State of California highway system. Health and Safety Code §22501(o) defines "Hazardous Material" as any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment. "Hazardous Materials" include, but are not limited to, hazardous substances, hazardous waste, and any material which a handler or the administering agency has a reasonable basis for believing that it would be injurious to the health and safety of persons or harmful to the environment if released into the workplace or the environment.

Background

This IFB is for multiple providers. Bidders must demonstrate that they can meet or exceed the required qualifications upon submission of bid and throughout the term of the agreement for each county in which bidder chooses to compete. Multiple county awards shall be allowed only if the bidder has separate resources and a fully staffed office in each service area for which a bid has been submitted.

Prior to the award and during the term of this agreement, State representatives may make unannounced visits to the bidder's premises. In the event it is found that the bidder does not possess the items outlined in the qualifications, the bidder will be disqualified from the bid competition and the terms of this agreement.

Refer to the Proposed Form of Agreement, which is attached to this IFB as **Attachment 6** for a complete description of services: **Exhibit A, Scope of Work; Exhibit B, Budget Detail and Payment Provisions; Exhibit C and D, Terms and Conditions, and Exhibit E, Special Provisions.**

B) Bidder's Minimum Qualifications

Submit the following requirements, as a **Qualification Package** in the specified format, as described in Section C (11), Bid Submittal. Bidder must meet or exceed all of the requirements:

1. **Licenses, Permits, and Certifications:** Bidder must have a California Contractors State License Board, **Class A General Engineering Contractors License** with specialties in the response to, identification of and removal of Hazardous Waste and Hazardous Substances spilled on California State Highways. Copies of all required licenses including a hazardous waste hauler license, hazardous substance removal contractor certificate, asbestos removal certification, tire haulers permit, confined space entry permit, hazardous waste of concern permit, and bio-hazard certificate are required. Additionally, the bidder, including its subcontractors if any, shall be responsible for obtaining and maintaining current applicable State and local licenses, registrations, permits, and certifications during the performance period of this agreement. This includes, but is not limited to, hazardous waste permits and storage variances.
2. **Bidder Staff Resources:** Bidder shall have all the personnel, energy sources, equipment, materials, and training necessary to comply with the provisions of this IFB from date of bid submission through full duration of the agreement. Bidder, or bidder's personnel, must be fully trained as described herein and must have all appropriate and applicable California contractor licenses, permits, certifications, bonds, insurance, and any other legal requirement needed to perform the work and/or services under the resulting agreement. Response to this criterion shall be presented in two parts:
 - A. First, the bidder will provide an organizational chart of the proposed staff that will be utilized to fulfill the requirements of this IFB. The organizational chart shall list by name, level and job title the individuals who are proposed to satisfy the required staffing levels. The bidder shall designate, by name, the Project Manager to be employed. The selected Contractor shall not cause the substitution of the Project Manager without prior written approval of the State.
 - B. Second, list all personnel who will be working on the project. Provide detail to meet the qualification requirements including each individual's current title and level, and qualifications as outlined in the format below. Include academic and professional degrees (with year of award), licenses, certifications, other education, or training certifications. The prospective contractor shall not cause members of the project team to be substituted without providing documentation for the level of classification of work performed.
 - C. Staff Resource Qualification Format
Using the format below, bidder must submit appropriate qualifications for each staff member employed.

A) Contractor Name	Employee Name			
Staff Description				
Classification				
Education/Training				
Educational Institution	Year	License	Degree	Certificate
Location				

3. **Dispatch System:** Bidder shall have a 24 -hour dispatch system, including appropriate phone numbers. The dispatch system shall enable the Caltrans District HazMat Manager or his/her designee to contact a project manager, analyst, or dispatch coordinator as specified in **Attachment 6**, Proposed Form of Agreement, Exhibit A, Section **10 (A) Dispatch System and (B), Response Time**.
4. **Field Office:** The Contractor shall maintain and utilize its field office in its identified county, counties or within specified miles of the county boundaries (**Refer to county boundary specifics on Attachment 1, Bid Proposal or Attachment 6, Proposed Form of Agreement, Exhibit E, Section 4, Program Operations, Field Office**). Provide a full description of the field office(s) requirements and qualifications in the county or counties for which the bid(s) is being submitted. Refer to **Attachment 6**, Proposed Form of Agreement, Exhibit E, section 4, Program Operations - Field Office, for a full description of Field Office requirements/qualifications. This description shall include a statement certifying the field office meets the requirement that the office be in existence six months prior to submission of bid and also meets the definition of field office.
5. **Hazardous Material Plan:** Bidder will provide a copy of their Hazardous Material Plan (Business Emergency Response) and DTSC permit for the transfer of hazardous materials on Field Office Site.
6. **Response Equipment:** Bidder shall submit a list of all the equipment by type and number available, excluding pricing, to assure activities (described in **Attachment 6, Proposed Form of Agreement, Exhibit A, Scope of Work**) can be completed without delay or additional charge (Equipment in contractors inventory). List equipment by category (PPE, Transport, Materials, Misc.) and in alphabetical order. The **bidder shall include a separate signed statement certifying** that the equipment is in good efficient working order and shall be maintained during the term of the awarded agreement. Bidder's list of equipment at a minimum must include that which is essential for initial containment, identification and cleanup of hazardous unknown materials as described in **Attachment 6**, Proposed Form of Agreement, Exhibit A, Scope of Work and Exhibit E.
7. **Storage and Storage Contingency Plan:** Bidder shall identify all temporary storage facilities by specific names and addresses as described in **Attachment 6**, Proposed Form of Agreement, Exhibit A.
8. **Health and Safety Plan:** The bidder shall include a separate signed statement by the bidder certifying that its Health and Safety Plan meets the requirements of Title 8 of the California Code of Regulations and General Industrial Safety Order Section 3203 (CFR OSHA) and 29 CFR 5192. Three (3) copies of the bidders existing Health and Safety Plan must be submitted with the bidder's proposal package for review and evaluation.

9. **Subcontractors:** If the contractor's bid is based on the use of identified subcontractors, for each proposed subcontractor, provide a copy of any required permit, license, or certificate required for work intended to be performed by that subcontractor.

C) Bid Requirements and Information

1. Time Schedule

It is recognized that time is of the essence. All bidders are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

EVENT	DATE	TIME (Pacific Daylight Time)
IFB available to prospective bidders	07/27/04	
Written Question Submittal	08/11/04	
Final Date and Time for Bid Submission	08/17/04	2:15 P.M.
Bid Opening	08/17/04	2:30 P.M.
Evaluation and Selection Begins	08/18/04	

2. Questions and Answers

- A. Questions regarding this IFB must be submitted in writing. Bidders are encouraged to submit their written questions by 08/11/04.
- B. Written questions must include the individual's name, firm name, complete address and must reference IFB Number 56a0108. Questions must be sent to the following address:

MAILED OR FAXED TO:
Fax No.: (916) 227-6155

Department of Transportation, MS-67
Division of Procurement and Contracts
Attention: Gregory G. Velasco
1727 30th Street
Sacramento, CA 95816

- C. Written responses to all questions will be collectively compiled and mailed, as an Addendum, to each individual or firm who downloaded this IFB from the Internet or who requested this IFB by calling the recorded bid line: (916) 227-6090. Hard copy responses are disseminated by mail and an electronic version is uploaded to the Department of Transportation's website. Refer Section C (1), **Time Schedule**, for this IFB's schedule of events and dates/times. It is the responsibility of the Bidder to inquire about an expected Addendum if the Addendum is not received. Bidder can contact the Contract Analyst named above or check the Department of Transportation's website:

<http://www.caltrans-opac.ca.gov/contract.htm>

3. Inclusive Costs

Bid prices/rates shall include the cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments, **including but not limited to, sales and use taxes** required by law or otherwise and no additional allowance will be made thereof unless separate payment provisions in this Agreement should specifically so provide.

4. Employment of undocumented aliens

No state agency or department, as defined in Public Contract Code § 10335.7, that is subject to this code, shall award a public works contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid for or receive a public works contract, who has, in the preceding five years, been convicted of violating a state or federal law regarding the employment of undocumented aliens (PCC §6101).

5. Small Business Preference: <http://www.pd.dgs.ca.gov/smbus>

Small business preference will be granted on this IFB. Only firms certified as a "Small Business" with the Office of Small Business Certification and Resources (formerly OSMB), in the categories most appropriate to accomplish the prescribed services, will be granted this preference.

6. State Prevailing Wages

When the individual service request exceeds \$15,000, State General Prevailing Wage Rates will apply for the area in which the work is performed pursuant to Government Code section 14920. Copies of the predetermined general prevailing wage rates set by the Director of Industrial Relations may be obtained by contacting the local District Labor Compliance Officer. **See Attachment 8**, Caltrans district map and list of District Labor Compliance Officers. Copies of general prevailing wage rates may also be obtained via the Internet: <http://www.dir.ca.gov>

7. Motor Carrier Permit

Bidder must have at the time of bid submittal and for the duration of the contract, a valid current Motor Vehicle Carrier Permit issued by the California Department of Motor Vehicles (DMV) for the type of work to be performed. Bidder shall pay fee to obtain and maintain, in good standing, all necessary licenses and permits to accomplish the work. Bidders will be considered non-responsive unless all proper licensing requirements are met. An invalid license/permit will result in rejection of the bid. Positive verification of a valid permit issued by the DMV will be performed by Caltrans. You may call your local DMV permit office or the Sacramento DMV Motor Carrier Permit Branch at (916) 657-8153. Prior to obtaining a Motor Carrier Permit, you must have a California CA Number issued by the California Highway Patrol (CHP), and you may call your local CHP office or the Sacramento CHP Commercial Records Unit at (916) 375-2810.

8. Contractor License

Bidder must have, at time of bid submittal and for the duration of the contract, a valid, current **Class A General Engineering Contractor license** issued by the California Contractor's State License Board, for the type of work to be performed. Bidder shall obtain, pay for and maintain, in good standing, all necessary licenses and permits to accomplish the work. Bidders will be considered non-responsive unless proper licensing requirements are met. An invalid license will result in rejection of the bid. Positive verification of a valid license issued by the California Contractor's State License Board will be performed by Caltrans (reference B&PC 7028.15).

9. Insurance

Bidders that receive the Agreement award, must provide a certificate of Insurance providing proof of insurance to the DPAC within ten (10) working days from the date of notification of award. The State's Office of Risk and Insurance Management will review insurance certificates and/or proof of self-insurance documentation before execution of the Agreement. Refer to **Attachment 6**, Proposed Form of Agreement, **Exhibit D** for the applicable specific Insurance requirements and coverage limits.

10. References

The bidder shall provide at least three (3) clients for whom the bidder has performed work similar to that proposed in this request. Bidder shall list specific projects, dates, locations, clients, project costs, and project summaries. Bidder shall include a detailed description of bidder's role and scope of responsibility. Bidder shall have and display at least three (3) years experience in performing services comparable to that described in **Attachment 6**, Proposed Form of Agreement, Exhibit A, Scope of Work and Exhibit E, Special Provisions. Each reference must have:

- Firm Name,
- Contact Name,
- Street Address,
- City, State, Zip Code,
- Telephone Number,
- Project Name and Project Summary,
- Project Dates, and Location(s)
- Bidder's Role in Project
- Scope of Responsibility
- Project Value/Cost.

11. Bid Submittal

- A. **Qualifications Package:** An original qualification's package marked "ORIGINAL" and four (4) copies will be required for the minimum qualifications package. The package shall contain, at minimum, all required items listed in **Section B, Bidder's Minimum Qualifications** (above). The package must have each requirement's location listed in a Table of Contents. The breakdown of subcontracts shall follow the same format.
- B. **Page Headers and Page Numbering:** All pages of the qualification's package, including cover pages, Table of Contents, references and resumes, shall have the following header and page numbering format in the upper right-hand corner:

Qualifications Package
Contract No. IFB 56a0108
Attachment 1
Page # of ##

- C. Bidder's qualification package and **all bids must** be submitted in a **sealed envelope** and received by the Department of Transportation, Contract's Office by dates and times shown in Section C, Bid Requirements and Information, **Item 1) Time Schedule**. Bidders may bid on more than one (1) County; however bidders must submit a separate bid proposal for each County as described in **Attachment 1, Bid Proposal**. Only one (1) qualification's package is required. All of these, as applicable, shall be placed into one (1) sealed envelope.
- D. The sealed envelope must be clearly marked with the IFB number and title; must show your firm name and address, and must be marked with "BID SUBMITTAL - DO NOT OPEN", as shown in the following example:

IFB Number: **56a0108**
IFB Name: **Hazardous Waste Spill Removal and Clean Up on California Highways**

Firm Name:
Firm Address:

BID SUBMITTAL - DO NOT OPEN

- E. Bids not submitted in a clearly labeled sealed envelope may be rejected. A complete bid proposal (**original and four (4) complete copies**) must be submitted. **Late bids will not be considered.**
- F. In addition to the above qualification's package, all bids are to include the documents identified in this IFB's **Attachment 5, Required Attachment Check List**. Bidders not meeting the minimum qualifications or bids not including the proper "required attachments" may be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- G. Only an individual who is legally authorized to bind the proposing firm contractually shall sign all documents requiring a signature, and each document must bear an original ink signature.
- H. Mail or deliver bids to the following address:

U.S. Postal Service Deliveries (UPS, Express Mail, Federal Express) or *Hand Deliveries

YOUR RETURN
ADDRESS

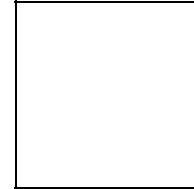
Agreement No. 56a0108

Bid Due Date: 08/17/04

Bid Due Time: 2:15 P.M.

Bid Opening Time: 2:30 P.M.

Attn: Bid Unit



“BID SUBMITTAL - DO NOT OPEN”

Department of Transportation, MS-67
Division of Procurement and Contracts
1727 30th Street
Sacramento, CA 95816-7006

* If your bid is hand delivered, you must date and time stamp the sealed envelope/package immediately upon arrival. The date/time stamp machine is located in the lobby of the first floor to the right of the security guard station at the address noted above. After date/time stamping, bids should be placed in the locked bid cabinet located below the time stamp. If the bid package is too large to be electronically stamped, date/time stamp one of the labels provided and attach it to the package. When the bid package is too large for the locked bid cabinet, ask the security guard to call the Contracts' reception desk at 227-6000 to have your bid package picked up by Contracts' staff.

- I. Bid opening will be held at the above address at **2:30 PM** on the date stated in Section C - Bid Requirements and Information, 1 - Time Schedule.
- J. Bids must include the performance of all the services described herein. Any attempt to modify the bid document to deviate from the work specifications will not be considered and will cause a bid to be rejected.
- K. A bid may be rejected if it is conditional, incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all bids and may waive any immaterial deviation in a bid. The State's waiver of an immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- L. Costs for developing bids and in anticipation of award of the contract are entirely the responsibility of the bidder and shall not be charged to the State.
- M. Only an individual who is authorized to bind the bidding firm contractually shall sign the attached Bid/Bidder Certification Sheet, **Attachment 4**. The signature must also indicate the title or position that the individual holds in the firm. **An unsigned bid shall be rejected.**

- N. A bidder may modify a bid after its submission by first withdrawing the original bid and then by resubmitting a new bid prior to the bid submittal deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- O. A bidder may withdraw a bid by, prior to bid opening, submitting a written withdrawal request to the State, signed by the bidder or an agent authorized in accordance with section "j" above. A bidder may thereafter submit a new bid prior to the bid submittal deadline. Bids may not be withdrawn without cause subsequent to bid submittal deadline.
- P. The State may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum sent to all parties who received a bid package.
- Q. The State reserves the right to reject any or all bids.
- R. Bidders are cautioned to not rely on the State during its evaluation process to discover and report to the bidder any defects and errors in the submitted documents. Before submitting their documents, bidders should carefully proof them for errors and full adherence to the IFB requirements.
- S. Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the contract amount will be made due to a lack of careful examination of work sites and specifications.

12. Evaluation and Selection

- A. At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- B. The State will evaluate each bid to determine its responsiveness to the State's needs.
- C. Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, may be rejected.
- D. The specified *number of lowest responsible responsive qualified bidders in a county that comply with all of the requirements will be awarded an Agreement and will be placed and called out in rank order. Refer to **Attachment 6, Proposed Form of Agreement, Exhibit A, pages 2-4**. The lowest responsible bidder will be rank 1 then each thereafter will be ranked in ascending order (Reference **Attachment 7, Multi-provider Ranking Samples**).

* Number of lowest responsible responsive qualified Bidders to be Awarded an Agreement for each County.	County
6	Los Angeles County
4	Ventura County
5	Alameda, Contra Costa, Del Norte, Humbolt, Lake, Marin, Mendocino, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Mendocino Counties
3	All other Counties

- E. In the event of a tie bid, the State will draw lots to determine the successful contractor. Only one bid package may be submitted by an entity: individual, firm, partnership, corporation, joint venture or combination thereof. Receipt of more than one bid from an entity will result in all bids from that entity being rejected and returned to the bidder.
- F. Prior to award of Agreement, the Contract Manager will provide information pertaining to this Agreement's Prevailing Wage responsibilities and verify bidder's facility operations, equipment, staffing, and appropriate licenses and permits as noted in the Proposed Form of Agreement, **Attachment 6**.

13. Award and Protest

- A. Whenever an Agreement is awarded under a procedure that provides for competitive bidding, but the Agreement is not to be awarded to the low Bidder, the low Bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the Agreement.
- B. Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the Agreement.
- C. Grounds for Filing a Protest: After the issuance of the applicable Agreement award notices as specified in this IFB, the right to protest the proposed award of an Agreement is afforded any bidder who claims he/she should have been awarded the Agreement because he/she was the lowest responsible bidder meeting the specifications. The protest must be submitted to the Department of Transportation prior to the award of Agreement. In such case, the Agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.
- D. Filing an Initial Protest: Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of General Services and the Department of Transportation a full and complete written statement specifying the grounds for the protest. The written protest must be sent to the addresses below:

Department of Transportation Division of Procurement & Contracts, MS 67 Attention: A.C. Lichtman, Protest and Dispute Manager 1727 30 th Street Sacramento, CA 95816 Phone Number: (916) 227-6084 Fax Number: (916) 227-6155	Department of General Services Office of Legal Services Attention: Protest Coordinator 707 Third Street, 7 th Floor West Sacramento, CA 95605 Phone Number: (916) 376-5080 Fax Number: (916) 376-5088
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It is suggested that you submit any protest by certified or registered mail.

- E. Upon award of the Agreement, contractor must complete and submit to the Department of Transportation the Payee Data Record (STD 204), to determine if the contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code §18662 and §26131. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading STANDARD FORMS. No payment shall be made unless a completed STD 204 has been returned to the Department of Transportation.
- F. Prior to the award of the Agreement, the awarded bidder(s) must sign and submit to the Department of Transportation, page one (1) of the Contractor Certification Clauses (CCC), **Attachment 2**, or this form can be obtained via the Internet at www.dgs.ca.gov/contracts. Bidder may also, as an option, submit with bid package.

14. Standard Conditions of Service

- A. Service shall not begin prior than the express date set by the Department of Transportation and the contractor, after all approvals have been obtained, and the agreement is fully executed. Should the contractor fail to commence work at the agreed upon time, the Department of Transportation, upon five (5) days written notice to the contractor, reserves the right to terminate the Agreement. In addition, the contractor shall be liable to the State for the difference between contractor's bid price and the actual cost of performing work by the second lowest Bidder or by another contractor.
- B. All performance under the Agreement shall be completed on or before the termination date of the Agreement.
- C. The State does not accept alternate Agreement language from a bidder. A bid with such language will be considered a counter proposal and will be rejected. **The State's General Terms and Conditions (GTC) are not negotiable.** The **GTC 304** may be viewed at Internet site www.dgs.ca.gov/contracts.
- D. The bidder declares that the only persons or parties interested in this bid proposal as principals are those named herein; that this bid proposal is made without collusion with any other person, firm or corporation; and the bidder has carefully examined the Invitation for Bid (IFB), the Proposed Form of Agreement, and the special provisions herein referred to, and proposes and agrees, if this proposal is

accepted, that the bidder will contract with the State to provide all necessary labor, materials, tools or equipment in the time and manner specified.

- E. The bid of any bidder who is currently in default with the Department of Transportation on a contract already awarded may be accepted; however, bidder understands that any costs associated with the default will be paid prior to award or deducted from the proceeds of any newly awarded Agreement.
- F. If the bidder is awarded the Agreement and refuses to sign the Agreement presented for signature within the time and manner required, the bidder will be liable to the Department of Transportation for actual damages resulting to the Department therefrom or 10% of the amount bid, whichever is less and bidder will be placed on a default status. Default is defined as (1) being within a period of liquidated damages on uncompleted work, or (2) under notice to begin or complete a Agreement where work has not commenced or was suspended without cause, or (3) where Agreement is terminated for contractor failing to perform services required by the Agreement in a satisfactory manner.
- G. After award of the Agreement and execution of the Agreement, should the contractor fail to commence work within five (5) working days after notification of the starting date, or suspend work for a period of five (5) continuous working days after work has begun, the State may provide five (5) calendar days written notice, posted at the job site or mailed to the contractor, to timely prosecute and complete the work or the Agreement may be terminated and liquidated damages of \$500.00 assessed for administrative costs for re-bidding the work or awarding the work to another contractor. In addition, that contractor shall be liable to the State for the difference between the contractor's bid price and the actual cost of performing the work by the second low bidder or by another contractor.
- H. No oral understanding or agreement shall be binding on either party.

15. Subcontracting Provisions/List

- A. The Contractor will be permitted to subcontract portions of the work included in any lump sum item for work covered by these provisions without the entire item being considered as subcontracted.
- B. The "Subletting and subcontracting Fair Practices Act" (Public Contract Code Section 4100-4113, inclusive) requires subcontractors on public work or improvement projects to be listed on the subcontracting List in the Bid Proposal. The act also prohibits the substitution of subcontractors, except as therein authorized; and provides for penalties for violations of the Act. Bidders are cautioned that this listing requirement is in addition to any requirement to provide a list of Disadvantaged Business subcontractors after the opening of proposals. Each bidder intending to subcontract a portion of the work shall list on the subcontracting List:
 - 1. The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State

of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the Contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the Contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

2. The portion of the work which will be done by each such subcontractor. Only one subcontractor shall be listed for each such portion.

- C. A sheet for listing subcontractors, as required by the Subletting and subcontracting Fair Practices Act, is included in the Bid Proposal.

D) Preference Programs

The following Preference Programs are applicable to this IFB.

Small Business or Microbusiness Preference

If prospective Contractor is claiming the 5% certified Small Business or microbusiness preference, complete Section 16, **Attachment 4**, (Bid/Bidder Certification Sheet) and attach a copy of your certification.

Additional References: <http://www.pd.dgs.ca.gov>

Section 14835, et seq. of the California Government Code requires that a five- percent preference be given to contractors who qualify as a certified small business or microbusiness. The rules and regulations of this law, including the definition of a small business for the delivery of services, are contained in Title 2, California Code of Regulations, Section 1896, et seq. A copy of the regulations is available upon request. To claim the small business or microbusiness preference, which may not exceed \$50,000 for any bid, your firm must have its principal place of business located in California and be certified by the State Office of Small Business Certification and Resources. Questions regarding the certification approval process should be directed to that office at (800) 559-5529 or (916) 375-4940. For the 24-Hour Recording & Mail Request call (916) 322-5060.

1. The quantities below are estimates only and are given as a basis for comparison of bids. No guarantee is made or implied as to the exact quantity that will be needed.
2. IN CASE OF DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL SET FORTH FOR A UNIT BASIS ITEM, THE UNIT PRICE SHALL PREVAIL.
3. Any bid may be rejected if it is unreasonable as to price. Unreasonableness of price includes not only the total price of the bid, but prices for individual line items as well.

Instructions: Hazardous Class Codes 1 – 9 below are Federal DOT Codes and Haz Code 10 (non-hazardous) is a Caltrans code. Using the estimated occurrences and estimated averaged quantities below, estimate the hourly Labor rates; equipment mobilization/Demobilization, call-out rates per employee, cost per incident; un-operated equipment costs for the incident (hourly and daily rates); Material and Lab Analysis costs for the estimated incident(s); and Disposal Transportation Costs using the pages 3 through 5 of this Bid Package:

Estimated Number of Occurrences PER YEAR / SPILL AMOUNT (Averaged Estimate For Computing Purposes)

Example: 5/10 gl means the estimated number of occurrences per year is 5 and spill amount (averaged) is 10 gallons

Hazardous Classification	1 Explosives	2 Gases	3 Flammable Liquid	4 Flammable Solid, Spontaneously Combustible, and Dangerous when wet	5 Oxidizer, Organic Peroxide	6 Poison (Toxic), poison Inhalation hazard, infectious substance	7 Radioactive	8 Corrosive	9 Misc. Hazardous Material	10 non-Haz
DISTRICT 1 Contractor shall maintain and utilize its field office in its identified county or within 250 miles of the county boundaries.										
Del Norte	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1
Humboldt	1/1	1/1	1/40gl	1/1	1/1	1/1	1/1	1/1	1/1	1/1
Lake	1/1	1/1	1/30gl	1/1	1/1	1/1	1/1	1/1	1/1	1/1
Mendocino	1/1	1/1	1/15 gl	1/1	1/1	1/1	1/1	1/1	1/1	1/1
DISTRICT 2 Contractor shall maintain and utilize its field office in its identified county, counties or within 100 miles of the county boundaries (except Modoc Co.). *Modoc County only: Contractor shall maintain and utilize its field office in its identified county, counties or within 200 miles of the county boundaries.										
Butte	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/170 gl	1/1
Lassen	1/1	1/1	3/44 gl	1/1	1/1	1/1	1/1	1/1	1/1	1/2yd
Modoc*	1/1	1/1	1/5 gl	1/1	1/1 gl	1/1	1/1	1/1	1/1	1/1
Plumas	1/1	1/1	1/1	1/1	1/1 gl	1/1	1/1	1/1	1/1	2/10 lbs
Shasta	1/1	1/1	11/25 gl	1/1	1/1 gl	1/1	1/1	1/1	1/67 gl	7/10 lbs
Sierra	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1
Siskiyou	1/1	1/1	5/34 gl	1/1	1/1 gl	1/1	1/1	1/1	2/39 gl	2/32 lbs
Tehama	1/1	1/1	3/22 gl	1/1	1/1 gl	1/1	1/1	1/1	1/1	4/32 lbs
Trinity	1/1	1/1	2/27 gl	1/1	1/1 gl	1/1	1/1	1/1	1/1	1/39 yds
DISTRICT 3 Contractor shall maintain and utilize its field office in its identified county, counties or within 100 miles of the county boundaries.										
Butte	1/1	1/1	2/13 gl	1/1	1/1 gl	1/1	1/1	1/3 gl	1/1	1/1
Colusa	1/1	1/1	1/1	1/1	1/1 gl	1/1	1/1	1/1	1/33 gl	1/32 gl
El Dorado	1/1	1/1	3/58 gl	1/1	1/1 gl	1/1	1/1	1/1	1/1	1/1
Glenn	1/1	1/1	1/1	1/1	1/1 gl	1/1	1/1	1/1	1/15 gl	2/10 gl
Nevada	1/1	1/1	7/21 gl	1/1	1/1 gl	1/1	1/1	1/1	1/1	2/5 lbs
Placer	1/1	1/1	1/45 gl	1/1	1/1 gl	1/1	1/1	2/14 gl	1/69 gl	1/1
Sacramento	1/1	1/1	9/16 gl	1/1	1/1 gl	1/1	1/1	1/1	10/11 gl	1/1
Sierra	1/1	1/1	1/1	1/1	1/1 gl	1/1	1/1	1/1	1/1	1/1
Sutter	1/1	1/1	1/31 gl	1/1	1/1 gl	1/1	1/1	1/1	1/1	1/1
Yolo	1/1	1/1	7/9 gl	1/1	1/1 gl	1/1	1/1	1/1	2/12 gl	1/1
Yuba	1/1	1/1	1/1	1/1	1/1 gl	1/1	1/1	1/1	1/1	1/1
DISTRICT 4 Contractor shall maintain and utilize its field office in its identified county, counties or within 100 miles of the county boundaries.										
Alameda	1/1	1/1	20/16 gl	1/1	1/1 gl	1/1	1/1	1/29 gl	1/1	1/1
Contra Costa	1/1	1/1	6/10 gl	1/1	1/1 gl	1/1 lb	1/1	1/1	1/5 yds	2/30 gl
Marin	1/1	1/1	1/1	1/1	1/1 gl	1/1	1/1	1/1	1/1	1/1
Napa	1/1	1/1	1/1	1/1	1/1 gl	1/1	1/1	1/1	1/1	1/1
San Francisco	1/1	1/1	1/1	1/1	1/1 gl	1/1	1/1	1/1	1/1	1/1
San Mateo	1/1	1/1	1/1	1/1	1/1 gl	1/1	1/1	1/1	1/1	1/1
Santa Clara	1/1	1/1	3/30 gl	1/1	1/1 gl	1/1	1/1	1/1	1/1	2/3 lbs
Solano	1/1	1/15 lbs	1/17 gl	1/1	1/1	1/1	1/1	1/1	1/1	1/1
Sonoma	1/1	1/1	2/20 gl	1/1	1/1 gl	1/1	1/1	1/1	1/1	1/1

Hazardous Classification	1 Explosives	2 Gases	3 Flammable Liquid	4 Flammable Solid, Spontaneously Combustible, and Dangerous when wet	5 Oxidizer, Organic Peroxide	6 Poison (Toxic), poison Inhalation hazard, infectious substance	7 Radioactive	8 Corrosive	9 Misc. Hazardous Material	10 Non-Haz
DISTRICT 5 Contractor shall maintain and utilize its field office in its identified county, counties or within 100 miles of the county boundaries.										
Monterey	1/1	1/1	3/26 gl	1/1	2/25 gl	1/1	1/1	1/20 gl	1/1	1/1
San Benito	1/1	1/1	2/5 gl	1/1	1/1	1/1	1/1	1/1	1/1	1/1
San Luis Obispo	1/1	1/1	3/17 gl	1/1	2/15 lbs	1/1	1/1	4/55 gl	1/1	1/1
Santa Barbara	1/1	1/1	18/29 gl	1/1	1/1	1/14 gl	1/1	3/21 gl	11/51 gl	1/1
Santa Cruz	1/1	1/1	1/1	1/1	2/40 lbs	1/1	1/1	1/1	1/1	4/47 lbs
DISTRICT 6 Contractor shall maintain and utilize its field office in its identified county, counties or within 100 miles of the county boundaries.										
Fresno	1/1	1/1	9/85 gl	1/1	1/1	1/1	1/1	1/1	1/1	5/31 lbs
Kern	1/1	1/1	9/27 gl	1/1	1/1	1/1	1/1	1/31 gl	1/60 lbs	1/1
Kings	1/1	1/1	2/12 gl	1/1	1/1	1/1	1/1	1/1	1/1	1/1
Madera	1/1	1/1	3/23 gl	1/1	1/1	1/1	1/1	1/1	1/1	1/8 gl
Mariposa	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1
Tulare	1/1	1/1	2/32 gl	1/1	1/1	1/1	1/1	1/1	1/1	1/28 gl
DISTRICT 7 Contractor shall maintain and utilize its field office in its identified county, counties or within 100 miles of the county boundaries (except LA Co.). *Los Angeles County only: Contractor shall maintain and utilize its field office in Los Angeles County.										
Los Angeles*	1/1	1/1	99/25 lbs	1/45 lb	1/1	1/16 gl	1/1	3/30 gl	22/25 gl	43/15 gl
Ventura	1/1	1/1	100/15 gl	1/1	1/1	1/1	1/1	1/1	10/15 gl	16/15 gl
DISTRICT 8 Contractor shall maintain and utilize its field office in its identified county, counties or within 100 miles of the county boundaries (except LA Co.). *Los Angeles County only: Contractor shall maintain and utilize its field office in Los Angeles County.										
Kern	1/1	1/1	3/7 gl	1/1	1/1	1/1	1/1	1/1	1/1	2/5 gl
Los Angeles*	1/1	1/1	95/26 gl	1/45 lbs	1/1	1/16 gl	1/1	3/29 gl	21/25 gl	48/15 gl
Riverside	1/1	1/1	11/30 gl	1/1	1/1	2/26 lbs	1/1	1/1	8/32 gl	5/31 yds
San Bernardino	1/1	1/1	26/38 gl	1/1	1/1 gl	2/16 gl	1/1	2/38 gl	8/51 lbs	5/40 lbs
DISTRICT 9 Contractor shall maintain and utilize its field office in its identified county, counties or within 100 miles of the county boundaries.										
Inyo	1/1	1/1	5/50 gl	1/1	1/1 gl	1/1	1/1	1/15 lbs	1/1	1/60 gl
Kern	1/1	1/1	6/545 gl	1/1	1/125 lbs	1/60 gl	1/1	1/1	1/1	1/1
Mono	1/1	1/1	4/38 gl	1/1	1/400 lbs	1/1	1/1	1/1	1/1	1/1
San Bernardino	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1
DISTRICT 10 Contractor shall maintain and utilize its field office in its identified county, counties or within 100 miles of the county boundaries.										
Alpine	1/1	1/1	2/10 gl	1/1	1/1	1/1	1/1	1/1	1/1	1/1
Amador	1/1	1/1	5/13 gl	1/1	1/1	1/1	1/1	1/1	1/1	2/39 lbs
Calaveras	1/1	1/1	2/44 gl	1/3 gl	1/1	1/1	1/1	1/1	1/1	1/1
Madera	1/1	1/1	1/59 gl	1/1	1/1	1/1	1/1	1/1	1/1	1/1
Mariposa	1/1	2/29 gl	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1
Merced	1/1	1/7 lbs	14/23 gl	1/1	1/1	1/1	1/11 lbs	1/24 gl	4/21 gl	5/9 gl
San Joaquin	1/1	1/21 lbs	25/93 gl	1/1	1/1	1/40 gl	1/1	1/1	7/8 gl	1/72 gl
Stanislaus	1/1	1/1	14/13 gl	1/2 gl	1/14 gl	1/1	1/1	3/11 lbs	3/32 lbs	7/42 lbs
Tuolumne	1/1	1/1	2/5 gl	1/1	1/1	1/1	1/1	1/29 gl	1/1	1/1
DISTRICT 11 Contractor shall maintain and utilize its field office in its identified county, counties or within 100 miles of the county boundaries (except SD Co.). *San Diego County only: Contractor shall maintain and utilize its field office in San Diego County.										
Imperial	1/1	1/1	8/41 gl	1/1	1/1 gl	1/90 gl	1/1	1/10 gl	1/1	3/75 lbs
San Diego*	1/1	1/1	66/21 gl	1/1	1/1 gl	3/47 gl		6/10 gl	1/1	27/16 gl
DISTRICT 12 Contractor shall maintain and utilize its field office in its identified county, counties or within 100 miles of the county boundaries.										
Orange	1/1	1/1	1/1	1/1	1/1 gl	1/1	1/1	1/1	1/1	1/1

BID PROPOSAL

ADM-1412 (REV. 04/04) PAGE 3 OF 5

ATTACHMENT 1

Each Contractor will be ranked by lowest cost **per County** and **by Standard Operation of Service**. Bidder may bid on more than one County as specified in this solicitation. Bid using one (1) Bid Package for each **County**. Bidder is not required to bid in every County or in every specialty Service Type Capability. Copy this bid document as necessary. The bids for **each** bid document include **all costs as specified in the Agreement**.

THIS BID SHEET IS IN REFERENCE TO **DISTRICT**

1 2 3 4 5 6 7 8 9 10 11 12

(CIRCLE THE DISTRICT THAT APPLIES TO THE BID BELOW)

THIS BID IS FOR THE COUNTY: _____☐ CONTRACTOR'S FACILITY, AS DESCRIBED IN THE AGREEMENT, IS WITHIN THE COUNTY BOUNDARY NAME ABOVE.☐ CONTRACTOR'S FACILITY, AS DESCRIBED IN THE AGREEMENT, IS OUTSIDE OF THE COUNTY BOUNDARY NAMED ABOVE.TO BID FOR LOS ANGELES COUNTY OR SAN DIEGO COUNTY, BIDDER **MUST** HAVE A FACILITY IN THAT COUNTY (AS DESCRIBED HEREIN).

SERVICE TYPE CAPABILITIES	CONFINED SPACE ENTRY	ASBESTOS	BIOWASTE	MERCURY	LEVEL A	LEVEL B	RADIOLOGICAL	STINGER OPS	TRANSPORT HAZARDOUS WASTE OF CONCERN
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CONTRACTOR'S NAME (Please Print):

CONTRACT NUMBER

56a0108

24 Hour Dispatch No.

() -

Hourly Rates: Hourly rates are fully loaded as described in Health and Safety equipment to perform are comprehensive and include Level C and Level D personnel protective equipment and employee benefits. Rates will be paid for actual time on spill site. Minimum hourly charges are not allowed.

***Prevailing Wage Requirements.** Prevailing wages shall be paid for all service requests totaling over \$15,000.00. Prevailing wage rates shall include all administrative costs for completion and submittal of certified payroll proof of each type of benefit, with the dollar value, at time of award and as specified in this Agreement. Also refer to <http://workitout.ca.gov/faq.asp?id=143>.

Call Out. A single flat rate will be charged when response staff is deployed and arrives at spill site. Covers hours required transporting to and from spill site.

SECTION A		LABOR RATES		
EMPLOYEE JOB TITLE	CALL OUT	UN-COVERED WORK HOURLY BASE RATE	COVERED WORK* HOURLY BASE RATE	SUB-TOTAL COST
FIELD TECHNICIAN				
LEAD TECHNICIAN/SUPERVISOR				
EQUIPMENT OPERATOR				
CHEMIST/INDUSTRIAL HYGIENIST				
PROJECT MANAGER				
LABORER				
Section A Sub-total:				

SECTION B		UN-OPERATED EQUIPMENT FOR EMERGENCY RESPONSE		
ITEM NO.	DESCRIPTION	HOURLY RATE Not to exceed 8 hours	DAILY RATE 8 to 24 hours	
1	EMERGENCY RESPONSE UNIT/VAN/TRAILER			
2	GEAR TRUCK (2 AXLE)			
3	LOADER, BACKHOE OR 1 TO 2 CU YD EQUIVALENT EQUIPMENT			
4	PICKUP TRUCK OR VAN (1TON OR LESS)			
5	ROLL-OFF SINGLE BIN CAPACITY TRUCK			

BID PROPOSAL

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ATTACHMENT 1**UN-OPERATED EQUIPMENT FOR EMERGENCY RESPONSE CONTINUED**

ITEM NO.	DESCRIPTION	HOURLY RATE Not to exceed 8 hours	DAILY RATE 8 to 24 hours
6	ROLL-OFF DUAL BIN CAPACITY TRUCK		
7	SEMI-END DUMP TRUCK (up to 20 yard capacity)		
8	TRUCK AND TRANSFER TRAILER		
9	VACUUM/ TANKER (120 BBL STAINLESS STEEL)		
10	BINS 10 CU YD (Includes any liners)	N/A	
11	BINS 20 CU YD (Includes any liners)	N/A	
12	BINS 40 CU YD (Includes any liners)	N/A	

TEST AND PPE EQUIPMENT

ITEM NO.	DESCRIPTION	HOURLY RATE Not to exceed 8 hours	DAILY RATE 8 to 24 hours
13	COMBO/OXYGEN METER (CO2, HS, OS, UEL & LEL)		
14	CONFINED SPACE RESCUE EQUIPMENT		
15	HAZCAT KIT		
16	PID METER		

Section B Sub-total:**SECTION C WASTE TRANSPORTATION COST (INCLUDES ANY STORAGE COSTS)**

ITEM NO.	UNIT OF MEASURE	DESCRIPTION OF SERVICES	UNIT PRICE
17	1-5 DRUMS (new)	TRANSPORT COST PER UNIT OF MEASURE TO RECYCLE, TREATMENT, STORAGE, AND/OR DISPOSAL FACILITY (drums are a 5 to 85 gallon container size)	
18	6-20 DRUMS (new)	TRANSPORT COST PER UNIT OF MEASURE TO RECYCLE, TREATMENT, STORAGE, AND/OR DISPOSAL FACILITY (drums are a 5 to 85 gallon container size)	
19	20 + DRUMS (new)	TRANSPORT COST PER UNIT OF MEASURE TO RECYCLE, TREATMENT, STORAGE, AND/OR DISPOSAL FACILITY (drums are a 5 to 85 gallon container size)	
20	20 YD	TRANSPORT COST 20 CU YD of MATERIAL TO RECYCLE, TREATMENT, STORAGE, AND/OR DISPOSAL FACILITY	
21	40 YD	TRANSPORT COST 40 CU YD of MATERIAL TO RECYCLE, TREATMENT, STORAGE, AND/OR DISPOSAL FACILITY	
22	10-20 CU YD	TRANSPORT COST PER TO RECYCLE, TREATMENT, STORAGE, AND/OR DISPOSAL FACILITY. Transport of bulk solid material (10-20 CU YD)	
23	TANKER TRUCK	TRANSPORT COST PER TANKER/VACUUM TRUCK TO RECYCLE, TREATMENT, STORAGE, AND/OR DISPOSAL FACILITY. Transport of bulk liquid.	
24	LAB SAMPLES (BATCHED)	TRANSPORT AND/OR SHIPPING OF LAB SAMPLES TO LABORATORY	

Section C Sub-total:

BID PROPOSAL

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ATTACHMENT 1

SECTION D		MATERIAL COSTS	
ITEM NO.	UNIT OF MEASURE	DESCRIPTION OF SERVICES	UNIT PRICE
25	20 POUNDS	ABSORBENT, VERMICULITE OR EQUIVALENT (4 CU FT, 16-20 POUNDS)	\$
26	EACH	DRUMS (new) -10 -15 Gallon DOT approved container (includes lid & seal & liner)	
27	EACH	DRUMS (new) -20-30 Gallon DOT approved container (includes lid & seal & liner)	
28	EACH	DRUMS (new) - 55 GALLON STEEL DRUM, OPEN TOP WITH LID AND SEAL (Includes 6 mil plastic drum liner)	
29	EACH	DRUMS (new) -85 GALLON DOT RECOVERY	\$
Section D Sub-total:			
SECTION E		REPORT	
ITEM NO.	DESCRIPTION		HOURLY RATE
30	SITE SURVEY REPORT		
Section E Sub-total:			
TOTAL (SECTIONS A - E)			

CONTRACTOR CERTIFICATION CLAUSES**CCC-304****CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)		Federal ID Number
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed	Executed in the County of	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

4. UNION ORGANIZING: Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

5. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

6. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

7. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

T. DOMESTIC PARTNERS: Commencing on July 1, 2004 Contractor certifies that it is in compliance with Public Contract Code section 10295.3 with regard to benefits for domestic partners. For any contracts executed or amended, bid packages advertised or made available, or sealed bids received on or after July 1 2004 and prior to January 1, 2007, a contractor may require an employee to pay the costs of providing additional benefits that are offered to comply with PCC 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST**: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION**: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. **AMERICANS WITH DISABILITIES ACT**: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. **CONTRACTOR NAME CHANGE**: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID FOR PUBLIC WORKS**

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

_____, being first duly sworn, deposes and

says that he or she is _____ of
(position or title)

(the bidder)

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Dated: _____ By _____
(person signing for bidder)

BID/BIDDER CERTIFICATION SHEET

This Bid/Bidder Certification Sheet must be signed and returned along with all "required attachments" as an entire package in duplicate with original signatures. The bid must be transmitted in a sealed envelope in accordance with IFB instructions. Only an individual who is authorized to bind the bidding firm contractually shall sign the Bid/Bidder Certification Sheet. The signature must indicate the title or position that the individual holds in the firm.

- A. Our all-inclusive bid is submitted in a sealed envelope marked **"Bid Submittal - Do Not Open"**.
- B. All required attachments are included with this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.
- D. The signature and date affixed hereon certifies that this bid is a firm offer for a 90-day period.

An Unsigned Bid/Bidder Certification Sheet Shall Be Rejected

1. Company Name		2. Telephone Number ()	2a. Fax Number ()
3. Address			
Indicate your organization type:			
4. <input type="checkbox"/> Sole Proprietorship		5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:			
7. Federal Employee ID No. (FEIN)		8. California Corporation No.	
Indicate applicable license and/or certification information:			
9. Contractor's State Licensing Board Number		10. PUC License Number CAL-T-	11. Required
12. Proposer's Name (Print)		13. Title	
14. Signature		15. Date	
16. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:			
a. Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____		b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____	
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes" . Date application was submitted to OSBCR, if an application is pending: _____			

Completion Instructions for Bid/Bidder Certification Sheet

Complete the numbered items on the Bid/Bidder Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
11	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
12, 13, 14, 15	Must be completed. These items are self-explanatory.
16	If certified as a Small Business Enterprise, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

Invitation for Bid 56a0108
ATTACHMENT CHECKLIST

A complete bid or bid package will consist of the items identified below.

Complete this checklist to confirm the items in your bid package. Place a check mark or "X" next to each item that you are submitting to the State. All attachments identified below are applicable to this IFB and must be returned, as instructed, or your bid may be considered non-responsive. **Return this checklist with your bid package.**

Attachments**Attachment Name/Description**

_____ Attachment 1	<p>Bid Proposal (ADM-1412) and Minimum Qualification Package:</p> <ul style="list-style-type: none">▪ Licenses, Permits, and Certifications▪ Staff Resources▪ Staff Resources Qualifications (using format sample, section 2 (C))▪ Dispatch System▪ Field Offices: Bidder's List of Field Office Facilities and Response Capabilities. <i>Bidder to identify response capabilities at each field office address (Level A & B, biohazard, Radiological, Stinger Operations etc.)</i>▪ Hazardous Materials Plan (Business Emergency Response Plan)▪ Bidders List of Response Equipment <i>Contractor to list equipment by category (PPE, Transport, Materials, Misc.) and in alphabetical order. (Pricing shall be excluded from list.)</i>▪ Storage and Storage Contingency Plan▪ Health and Safety Plan with Signature▪ Subcontracting Provisions/List
_____ Attachment 2	Contractor Certification Clauses (CCC 304). The CCC 304 can also be found on the Internet at http://www.dgs.ca.gov/contracts . Page one (1) must be signed and submitted prior to the award of the contract.
_____ Attachment 3	Non-collusion Affidavit
_____ Attachment 4	Bid/Bidder Certification Sheet
_____ Attachment 5	Attachment Check List
_____ Attachment 6	Bidder's Disposal Facilities: Bidder to list all disposal facilities that will be utilized through the term of the contract, disposal facility address, certification and/or permit numbers, waste acceptance criteria, identified waste profiles.
_____ Attachment 7	Bidders Disposal Plan: Bidder to submit plan of where waste is to be transported to and disposed of, identify facility by name and address, identify waste treatment method.

Hazardous Waste Clean-Up on State Highways Multi-Provider

ATTACHMENT 7
County List

Service Area: **District 1: Del Norte County**

RANK	CONTRACTOR	SERVICE TYPE	CONFINED SPACE ENTRY	ASBESTOS	BIOWASTE	HAZARDOUS WASTE OF CONCERN	MERCURY	LEVEL A	LEVEL B	RADIOLOGICAL	STINGER OPS
1	Contractor Name Contractor Address City, State, Zip 24 Hr Dispatch No: (XXX) XXX-XXX	CAPABILITIES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> SB \$			NOTE:								
2	Contractor Name Contractor Address City, State, Zip 24 Hr Dispatch No: (XXX) XXX-XXX	SERVICE TYPE CAPABILITIES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> SB \$			NOTE:								
3	Contractor Name Contractor Address City, State, Zip 24 Hr Dispatch No: (XXX) XXX-XXX	SERVICE TYPE CAPABILITIES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> SB \$			NOTE:								

Service Area: **District 1: Humboldt County**

RANK	CONTRACTOR	SERVICE TYPE	CONFINED SPACE ENTRY	ASBESTOS	BIOWASTE	HAZARDOUS WASTE OF CONCERN	MERCURY	LEVEL A	LEVEL B	RADIOLOGICAL	STINGER OPS
1	Contractor Name Contractor Address City, State, Zip 24 Hr Dispatch No: (XXX) XXX-XXX	CAPABILITIES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> SB \$			NOTE:								
2	Contractor Name Contractor Address City, State, Zip 24 Hr Dispatch No: (XXX) XXX-XXX	SERVICE TYPE CAPABILITIES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> SB \$			NOTE:								
3	Contractor Name Contractor Address City, State, Zip 24 Hr Dispatch No: (XXX) XXX-XXX	SERVICE TYPE CAPABILITIES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> SB \$			NOTE:								

ATTACHMENT 6
Sample Standard Agreement

AGREEMENT NUMBER
56a0108
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor.	
STATE AGENCY'S NAME Department of Transportation	Note to Bidders: The following 39 pages represent a sample of the Agreement that will be awarded, if any, from this IFB. Please review it carefully and present any questions in writing to the contact identified for this IFB.
CONTRACTOR'S NAME	
2. The term of this Agreement is: To be determined through 05/30/2006	
3. The maximum amount of this Agreement is: \$	
4. The parties agree to comply with the terms and conditions of the following exhibits/attachments which are by this reference made a part of the Agreement.	
Exhibit A – Scope of Work	9 Pages
Exhibit B – Budget Detail and Payment Provisions	13 Pages
Exhibit C* – General Terms and Conditions (Electronic File: GTC 304)	Referenced*
Exhibit D -- Special Terms and Conditions	9 Pages
Exhibit E – Special Provisions	9 Pages
Attachment 1 --	_ Pages
Attachment 2 --	_ Pages
Attachment 3 --	_ Pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this Agreement as if attached hereto. *These documents can be viewed at* <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME		
Department of Transportation (Department)		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
1727 30 th Street, Sacramento, CA 95816		

☐ Exempt per:

EXHIBIT A
Standard Agreement

SCOPE OF WORK

1. This is a Multiple Provider Agreement, Contractor agrees to provide emergency response, cleanup and disposal services of Hazardous Material (also refer to Exhibit E, Special Provisions, Section 7, Hazardous Material) and/or non-hazardous material spilled on highways for the California Department of Transportation (Caltrans), as described herein. Once the materials are deemed contained or non-hazardous, the Contractor will pickup and dispose of the material at the discretion of Caltrans and as described in the attached Contractor's disposal plan.
2. Contractors shall conform to all applicable State and Federal laws & regulations, including, but not limited to, the California Contractors' State License Board and Cal OSHA regulations. Contractors shall provide all equipment, tools, materials, labor, training and personal protective equipment necessary for the handling, storage, testing, pickup, transportation and disposal of Hazardous Materials. At all times the Contractor will ensure that all equipment and employees performing the requirements of this agreement comply with the employee safety regulations for the class of chemicals and hazardous material involved.
3. Contractor's work on State highway spill cleanup/salvage and/or disposal of Hazardous Materials will be coordinated and cleaned up accordingly with appropriate Federal, State, or local regulatory agency requirements combined with the concurrence of the District HazMat Manager or his/her authorized representative. Hazardous materials and substances to be removed shall be safely collected, handled, transported, stored, and disposed in full compliance with all applicable Federal, State and local laws, ordinances, rules and regulations.
4. This Agreement shall begin on **(To be determined.)**, contingent upon approval by the State, and expire on **August 30, 2006**, unless extended by amendment. The emergency services will be performed statewide and initiated by phone call on an on-call as-needed basis, 24-hours a day, 7 days a week.
5. The Contractor shall designate a Project Supervisor and provide support staff, facilities, and administrative capabilities as needed to ensure that the bidder fulfills all requirements of the agreement. Personnel requirements are referenced in **Exhibit E, Special Provisions, Section 3**.
6. "District HazMat Manager" or "DHM" as used in this agreement, means the Caltrans District HazMat Manager or his/her authorized representative.
7. The project representatives and all inquiries during the term of this Agreement will be directed to:

Department of Transportation	Contractor:
Northern Region (Districts 1, 2, 3, and 4)	Section/Unit:
Contract Manager:	Project Manager:
Address:	Address:
Bus. Phone No.:	Bus. Phone No.:
Fax No:	Fax No:
Department of Transportation	Contractor:

EXHIBIT A
Standard Agreement

Central Region (Districts 5, 6, 9, and 10)
Contract Manager:
Address:
Bus. Phone No.:
Fax No:

Southern Region (Districts 7, 8, 11, and 12)
Contract Manager:
Address:
Bus. Phone No.:
Fax No:

EXHIBIT A
Standard Agreement

8. Assignment of Work

- A. District HazMat Manager is authorized to request Contractor services **by telephone** on an **as needed basis for emergency services**. Contractor will be contacted as specified in section C below. Contractor must have staff on call at all times to receive such requests and to advise Caltrans personnel regarding immediate protective measures. Contractor shall dispatch qualified personnel within one half (1/2) hour after notice to proceed to analyze materials as necessary and to commence cleanup activities when authorized by the District HazMat Manager. A minimum of three (3) qualified personnel (must be a Project Supervisor, technician, and technician/equipment operator) shall be dispatched per incident unless otherwise directed by the District HazMat Manager. The services performed become operative only upon notification to proceed by the District HazMat Manager. It is understood and agreed that any work assigned pursuant to this Agreement and future services are to be performed in accordance with this Agreement. Prior to the notification to proceed, all needed services are the sole responsibility of the State. There is no estimate or guarantee of the total work to be requested under this agreement since work will be "emergency" in nature.
- B. Within a half (1/2) hour after being notified by the District HazMat Manager to proceed with the work, the Contractor must dispatch forces and equipment to furnish all labor, materials, tools, equipment and incidentals to provide spill cleanup services necessary to identify, neutralize, contain, collect and remove chemicals, hazardous substances and other materials spilled on State highways, including removal of contaminated surfaces where necessary. **Employees dispatched to spill site shall carry job skill certifications at all times while on Caltrans job site.**
- C. Each Contractor is ranked by lowest bid per **Standard Operation of Service** within each ***Service area**. Assignment of work will be determined by the following: spill location, *service area, type of service, and then lowest responsible bidder with the needed service capabilities. When the Service Area's lowest responsible bidder (contractor) is unable to accept work at the time specified for deployment (within a half (1/2) hour of notification or less if the HazMat manager determines that a quicker response time is needed for a particular incident), subsequent contractors will then be called in ascending order (lowest to highest) by rank and service capabilities. The Hazmat Manager may designate a shorter time to be the operative response for the assignment of a spill incident. (Ref: Exhibit A, Section 10 (A), Dispatch System and Section 10 (B), Response Time.)

*Service area: County

- (1) Caltrans will evaluate the circumstances involved at the spill to determine the necessary response time and will also estimate the cost to have the work performed, using the equipment, labor and materials submitted on the Contractor's Bid Package, Attachment 1.
- (2) At the discretion of the District HazMat Manager, if it is determined the spill exceeds the on site contractor's capabilities, additional approved contractors will be called out to assist. Should the District HazMat Manager determine that the Contractor's response team dispatched to the scene is insufficiently trained or experienced to

EXHIBIT A
Standard Agreement

safely perform the required duties, the District HazMat Manager may instruct the Contractor's team to either leave the scene or contact the Contractor's dispatcher to request and await arrival of an experienced employee of the Contractor to direct the teams activities. The State will not pay the Contractor for a response team that is dismissed from the scene, nor will the State pay the Contractor for "stand-by" time for a response team awaiting the arrival of a qualified employee to direct their activities at the scene. In all cases, it shall be the Contractor's sole responsibility to ensure that the team dispatched to a highway spill is comprised of the appropriate qualified personnel to perform all the required spill cleanup services.

- 1) At the discretion of the District HazMat Manager, at any stage in a particular cleanup event where Caltrans forces can take over safely and legally and where the necessary State of California personnel and equipment are available, Caltrans may do the work. In any event, as much advance notice as practical will be given to the Contractor concerning which portion of the work is to be handled by the Contractor and which portion is to be handled by State forces, if any.
- D. It is understood and agreed that any work assigned pursuant to this Agreement is to be performed in accordance with this Agreement.

9. Hours of Work

Caltrans shall pay all work rates calculated on employee's arrival and departure time on spill site. Contractors are required to pay employees based on covered and uncovered work. (Reference: Exhibit B, sections 10 through 15).

- A. Straight time – The first eight (8) hours Monday through Friday of work performed per Caltrans spill incident service. Contractor's straight time rate bid on **Attachment 1**, Bid Proposal shall include all required Level C and Level D personal protective equipment (PPE), administrative and overhead costs.
- B. Overtime – All work over eight (8) hours per day and per spill incident excluding holidays, Monday through Friday, and all time worked over forty (40) hours in one (1) week, excluding Sundays and holidays. Pay will be 1.5 times the contractor's straight time labor rate bid on **Attachment 1**, Bid Proposal.
 1. Premium time – All work all day Sunday and holidays. Pay will be 2.0 times the contractor's straight time labor rate bid on **Attachment 1**, Bid Proposal.
 2. Holidays for union employees will be observed per their contract.
 3. Holidays will be observed on the following for non-union employees: New Years Day, Martin Luther King's Birthday, Washington's Birthday, Cesar Chavez's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgivings Day and Christmas Day.

EXHIBIT A
Standard Agreement

10. Detailed description of work to be performed and duties of all parties:

A. Dispatch System

Contractor shall provide a description of their 24 -hour dispatch system, including appropriate phone numbers. The **dispatch system shall be constructed** in a manner that will **enable the District HazMat Manager to contact a project supervisor, analyst, or dispatch coordinator within five (5) minutes and as specified under "Response Time" below**. If Contractor fails to respond within this specified time, the District HazMat Manager will immediately notify the contractor's dispatch and proceed to call the next contractor, per rank order.

B. Response Time

When the Service Area's lowest responsible bidder (contractor) is unable to accept work at the time specified for deployment (within 1/2 hour of notification) and arrive on scene no later than 1 hour after initial call out (Time to arrive on scene maybe shortened or lengthened at the discretion of the District HazMat Manager), subsequent contractors will then be called in ascending order (lowest to highest) by rank and service capabilities. Contractor that fails to respond on scene within 1 hour after dispatch (or within the time specified by District HazMat Manager) may be terminated from this Agreement (also reference Exhibit D, Section 4, Termination)

C. Contractor, when directed by the District HazMat Manager, will identify, neutralize, contain, collect, remove and dispose of spilled Hazardous Materials, including the removal of contaminated surfaces for the purpose of cleanup and immediate removal in accordance with all applicable state, federal laws and regulations. The District HazMat Manager has full authority to determine the services to be performed, within the scope of this Agreement, by the Contractor at each spill site. Contractor will provide all necessary administrative and supervisory personnel to ensure that response personnel are available twenty-four (24) hours per day and that responses are conducted in accordance with the directives of the District HazMat Manager.

D. At the discretion of the District HazMat Manager, it may be appropriate to have the Contractor provide a full range of services from identification through collection, storage and disposal of the suspected spilled Hazardous Materials. In other cases, at the discretion of the District HazMat Manager, it may be appropriate to use the Contractor for identification, containment, and only collection and removal sufficient to allow reopening the road to traffic. Contractor's services will be utilized, at the discretion of the District HazMat Manager, whenever there is a question regarding Caltrans employee, public and environmental safety, or whenever the Contractor's expertise, techniques, or equipment is needed.

E. As soon as it is practicable (not later than 5 working days after completion of all work at the spill location), Contractor will provide the Caltrans Contract Manager or his/her authorized representative with a written estimate of actual costs involved in the cleanup of the spill.

EXHIBIT A
Standard Agreement

F. Quality Control and Monitoring

The Contractor and subcontractor(s) are subject to announced and/or unannounced inspections of their operations, records, and facilities by the State to verify agreement compliance. This does not relieve the Contractor of his/her responsibility to ensure proper agreement compliance by his/her own inspections or other means. The Contractor will send complete copies of any federal, state or local government inspections pertaining to waste it has received to the State within two (2) weeks of receipt. Evaluations performed on behalf of the Caltrans Contract Manager will follow the format titled "Contractor Facility Evaluation Form" or similar forms utilized by Caltrans staff.

G. Response Equipment

Contractor shall maintain a list of all the equipment by type and number available to assure activities, as described herein, can be completed without delay or additional charge (Equipment in contractors inventory). The contractor certifies that the equipment is in good efficient working order and shall be maintained during the term of the agreement. Contractor's list of equipment at a minimum must include that which is essential for initial containment, identification, and cleanup of hazardous and/or unknown materials (ref: Exhibit E, Section 2, Response Equipment).

H. Health and Safety Plan and Training

The contractor certifies that it's Health and Safety Plan will continue throughout the term of the agreement and that it meets the requirements of Title 8 of the California Code of Regulations and General Industrial Safety Order Section 3203 (CFR OSHA) and 29 CCR 5192. Contractor will continue to adhere to all Health and Safety Program and Training requirements as specified in Exhibit E, Special Provisions. Contractor shall provide the Department Project Manager copies of training certificates and assures that its employees will have documentation of this training available at each spill site.

I. Confined Space and Rescue

The Contractor shall respond with confined space entry and rescue personnel and equipment when contractor notes it is within their resource capabilities. Personnel shall be fully trained in confined space entry and equipment protocols prior to assignment pursuant to this agreement. Contractor shall obtain all confined space entry permits when required. Copies of confined space entry permits shall be submitted with invoice.

J. Analytical

Contractor shall have access to State certified analytical facilities capable of performing chemical analyses on 24-hour turnaround bases. Standard turnaround time for laboratory analysis shall be 48 hours or less. Laboratories performing chemical analyses for the contractor shall be certified by the California Department of Health Services, Environmental Laboratory Accreditation Program (DHS-ELAP) for the specific required cleanup analyses. Mobile laboratory units shall be certified by DHS, for the specific cleanup analyses. Laboratory methods not certified by DHS may be performed by laboratories only if recognized by DHS for comparable test methods or if the laboratory is certified as a US EPA Contract laboratory. Contractor is responsible to provide decontaminated or new sample containers, labels, appropriate preservation, and chain of

EXHIBIT A Standard Agreement

custody records for the sampling from the cleanup work site to the laboratory. Contractor is responsible for providing clear and accurate explanation of the analytical results.

K. Stabilization and removal

Cleanup and mitigation actions shall be taken to recover the material from the affected media. These actions shall include whatever steps are necessary, which have been approved by the District HazMat Manager and are in accordance with all applicable Federal, State, and local laws and regulations.

L. Packaging and Marking

Contractor shall provide necessary personnel and all required materials to ship, manifest, package, mark, label, seal and load the materials and/or waste for transport in accordance with all applicable Federal, State, and local laws & regulations. When re-packaging is necessary, the contractor shall be responsible for disposal of the original containers.

M. Storage and Storage Contingency Plan

Temporary storage of material shall be provided at contractor's *facility at the direction of the District HazMat Manager. Contractor shall provide a contingency plan for storage, access control and security of generated waste streams when storing wastes over 10 calendar days, not greater than 90 days. Contractor shall have on site and submit a copy of the field facility Hazardous Material Plan and Spill Contingency Plan for storage operations.

*Contractor identified all temporary storage facilities by specific names and addresses with bid proposal.

N. Disposal

1. Disposal shall include preparation and packaging on location, shipping and disposing in compliance with all existing laws and regulations of the United States including, but not limited to, EPA Hazardous Waste Regulations in 40 CFR 260 et seq.; Department of Transportation Regulations in 49 CFR 100 et seq.; and laws and regulations of any state, county, township or municipal subdivision thereof or other governmental agency which may be applicable to the removal, transportation, storage and disposal of the hazardous materials and waste.
2. The Project Supervisor shall adequately verify the waste stream prior to removing it from the site, and the Contractor shall establish a waste profile it routinely sees at highway spills.
3. The default requirement for transportation for disposal shall be the application of the flat rate per unit of measure as established in the Bid Package, **Attachment 1**. However, the District HazMat Manager may direct the contractor to use other than the application of the flat rate per unit of measure as established in the Bid Package, **Attachment 1**, Bid Proposal (vehicle and driver hourly rates) when it's deemed to be in the best interest of the State.
4. Packaging of waste is to be performed in the most cost-effective manner to eliminate re-packaging.

EXHIBIT A
Standard Agreement

5. Disposal methods shall be those that are most cost-effective and in the best interest of the State. Waste disposal shall require a receipt included with the individual invoice.
 6. The contractor shall submit a disposal plan identifying the disposal method and disposal facilities utilized for each hazardous class listed in the agreement, Attachment 1, bid proposal. Treatment, storage, and disposal of hazardous waste shall be at a Department of Toxic Substance Control (DTSC) permitted facility. Non-hazardous material disposal shall be in compliance with all State and local regulations and meet landfill acceptance criteria. Contractor will not be reimbursed for the time spent profiling, gathering cost documentation, checking completion of paper work, or locating a disposal facility.
 7. Contractor shall assure Caltrans that the disposal sites used are approved by federal, state, and local governments and are operated with integrity; and that there are no known pending administrative or judicial actions to restrict their use. Caltrans may conduct inspections of disposal facilities used by the contractor to insure proper compliance with Federal, State and local law, regulations and permit requirements.
 8. The Contractor shall provide annually a cost price analysis for the disposal/recycling of highway spilled wastes.
 9. At no time shall waste that is non-hazardous be disposed of as hazardous. Contractor shall be required to obtain certified weight receipts when disposal cost is calculated by weight. Certified weight receipts shall be included on invoice of identifying spill incident.
 10. Hazardous Waste Manifests, non-hazardous waste disposal certificates, and other pertinent waste management certificates shall be included in contractors invoice package for each identified spill incident or payment will not be allowed.
- O. Contractor will provide Traffic Control when requested by the District HazMat Manager. Contractor will provide all necessary traffic controls, including barricades, portable flashing beacons and detours to accomplish the work per the Manual of Traffic Controls for Construction and Maintenance Work Zones. (Ref: Exhibit E, Section 2 Response Equipment)
- P. Site Survey Report
- Contractor may be required to conduct an initial on-scene survey of specific spill sites. The purpose of the survey will be to gain sufficient on-scene familiarity with the incident to enable the Contractor to propose a work plan to accomplish the project in the most effective, efficient, and safe manner. This work plan shall define the types and quantities of response personnel, equipment, and materials. When an on-scene survey is conducted, an on-scene survey report is required. The report shall include site map (noting spill location), drain inlets, water basins, spill contingency plan, work plan, site safety plan, and lab analysis report. The plan shall include an estimated cost and completion time that will be needed to contain & cleanup the spill. When an initial on-scene survey is required, the Contractor shall not be authorized to begin cleanup work until the District HazMat Manager has reviewed and approved the written work plan and site safety plan.

EXHIBIT A
Standard Agreement

- Q. The District HazMat Manager will have the final approval on the final site cleanup.
- R. Contractor is responsible for providing decontaminated or new sample containers, labels, appropriate preservation, and chain of custody records for all sampling from the cleanup work site to the laboratory.
- S. District HazMat Manager in charge at the spill site shall authorize the Contractor to transfer the Hazardous Materials by signing the Contractor's Uniform Hazardous Waste Manifest.
- T. Spill Diary
All Caltrans/contractor communications (callout procedures), labor, equipment, materials, and other items of work provided by the Contractor shall be documented by the Caltrans HazMat Manager or his/her authorized representative using the Caltrans Hazardous Spill Diary (Form DMM 157). The Caltrans Spill Diary will be signed and approved onsite by the District HazMat Manager and the Contractor's representative. The Spill Diary is not an invoice document, and will not include any price schedules and is not intended to interfere with or substitute for the contract price schedules.
- U. Transport
Contractor's on-site representative shall provide to the District HazMat Manager accurate spill information. Contractor shall obtain prior approval from the Caltrans representative for the type of transporting equipment to be utilized and the route of movement. Contractor shall advise the District HazMat Manager in advance of any transport delays to the disposal facility, such as full laboratory analysis, disposal facility hours of operation, etc., which will result in the temporary storage of spill material. Transport to an alternate disposal site that is authorized by the U.S. Environmental Protection Agency and California Department of Health Services to handle the specific spilled material may be pre authorized by the District HazMat Manager if it is determined to be in the best interest of the State.
- V. Contractor may transport Hazardous Materials from an emergency spill to a Caltrans Maintenance Facility or to a California Department of Toxic Substance Control (DTSC) registered transfer storage and disposal facility (TSDF).
- W. Contractor's Registration with the CAL-EPA, Department of Toxic and Substance Control, (DTSC) must be kept current at all times. A copy of the current Transporters Registration document must be kept with each vehicle shipping Hazardous Materials.
- X. Laboratories
Laboratories performing chemical analyses for the Contractor shall be certified by the California Department of Health Services, Environmental Laboratory Accreditation Program (DHS-ELAP) for the specific required cleanup analyses. Mobile laboratory units shall be certified by DHS, for the specific cleanup analyses. Laboratory methods not certified by DHS maybe performed by laboratories only if recognized by DHS for comparable test methods or if the laboratory is certified as a US EPA Contract laboratory. Standard turnaround time for laboratory analysis **shall be 48 hours or greater at the discretion of the District HazMat Manager**. The Contractor is responsible to provide decontaminated or new sample containers, labels, appropriate preservation and chain of

EXHIBIT A
Standard Agreement

custody records for the sampling from the cleanup work site to the laboratory. The transportation of samples to the laboratory shall be paid at a rate listed in Attachment 1, Bid Proposal. Transportation rate shall include labor and transportation costs, chain of custody records, sampling containers, and labeling incurred from the clean up work site to the laboratory for laboratory analysis. The cost for laboratory analysis shall be at actual invoice cost, no additional charges shall be allowed. The Contractor is responsible for providing clear and accurate explanation of the analytical results.

EXHIBIT B
Standard Agreement

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the itemized invoice(s), the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto, **Attachment 1**, and made a part of this Agreement.
- B. Individual itemized invoices (per incident), including third party itemized invoices, shall include all items listed in Exhibit B, section 17. This shall include, but is not limited to the Agreement Number, Spill Incident Number (IMMS Service Request Number), all supporting documents/spill packets, all required certified payroll for service requests over \$15,000, and travel reimbursement. All work performed by the Contractor, within its own work forces, not included in Attachment 1, Bid Proposal, will be reimbursed at the contractor's published rates/comprehensive price schedule at the initial date of the incident. Work not performed by Contractor, within its own work force, will be reimbursed at cost, as substantiated. All Invoices shall be signed and submitted in triplicate not later than 30 days following completion of the incident cleanup:

Department of Transportation
Office/Unit Name, MS Number
Attention: District HazMat Manager
Street Address/P.O. Box
City, CA Zip Code

- C. **Spill Packet:** The packet shall contain all hazardous waste manifests, laboratory analysis results, completed on-scene survey reports, and support documents required for travel reimbursement and/or items not listed on **Attachment 1** of the itemized bid proposal (third party itemized invoices). All copies of the spill shall be submitted to the appropriate District Hazmat Manager. All copies shall be legible and submitted on 8-1/2 x 11 paper.
- D. **Spill Incident Number:** The District HazMat Manger will provide the Contractor with a spill incident number. The spill incident number is the service request number generated from Caltrans Information Maintenance Management System: IMMS).
- E. Invoices not in the proper format or containing the required documentation will be returned to the Contractor for correction. Contractor is reminded that reimbursement cannot be issued without a complete and accurate invoice. Also refer below Section 16, Invoicing Provisions and Section 17, Invoice Requirements of this Exhibit B section.

EXHIBIT B
Standard Agreement

- F. Invoices shall be submitted showing the Caltrans Work Breakdown Structure (WBS) element for each billable hour increment. The appropriate WBS level will be identified by the Contract Manager for each spill packet.
- G. The State will honor cash discounts and will make payment to the Contractor in accordance with the cash discount terms specified on the invoice, provided requirements of the Agreement have been met. Discount must be a minimum of one half of 1% of the amount due, but not less than \$25.00.

2. Budget Contingency Clause

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. The State has the option to void the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Cost Limitation

- A. Total amount of this Agreement shall not exceed (**Agreement amount**).
- B. It is understood and agreed that this total is an estimate and that the State will pay only for those services actually rendered as authorized by the contract manager or his/her designee.

5. Work Estimates

- A. Contractor shall adhere to prevailing wage requirements for any repair or maintenance services estimated by the State to cost \$15,000.00 or more.

EXHIBIT B
Standard Agreement

- B. The District HazMat Manager will estimate the cost of services (labor and materials). The District HazMat Manager will determine when an estimate is required, whether the estimate can be verbal or written, and whether an on-site inspection is required. All Contractor estimates will include labor and materials. All taxes, fees or charges by other parties or public entities required to perform the requested service shall be included in the estimate. No extra payment will be authorized for additional charges. Failure to perform the work requested will constitute breach of Agreement and may result in a claim for damages for said breach, and/or cancellation of the Agreement.

6. Rates

The fixed rates for these services may be found on **Attachment 1** of this document.

7. Materials/Supplies

For materials and/or supplies not listed on **Attachment 1**, Bid Proposal, the Contractor will be reimbursed for the actual cost of materials/supplies purchased to be consumed or installed at the work site in performance of the Agreement (including applicable sales tax), without additional allowance for markup. Contractor costs associated with the purchase and installation of materials/supplies are considered as a component of the Contractor's hourly rate for services that include wages, overhead, general and administrative expenses and profit. Cost of materials/supplies are to be substantiated by a copy of the appropriately signed invoice verifying the actual cost and delivery of the replaced components to the Department.

8. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

9. Cost Principles

- A. The contractor agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., shall be used to determine the allowable individual items of cost.
- B. The contractor also agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to contractor that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., or 49 CFR, Part 18, Uniform

EXHIBIT B
Standard Agreement

Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments are subject to repayment by Contractor to State.

- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this article.

10. Inclusive Costs

The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, Agreement bond premiums, and any other taxes or assessments, including but not limited to, sales and use taxes required by law or otherwise shall be included in the Agreement rates and no additional allowance will be made thereof, unless separate payment provision should specifically so provide.

11. Payroll Records

- A. The Contractor and each Subcontractor shall comply with the following provisions. The Contractor shall be responsible for compliance by his/her subcontractors.

- 1.) Each Contractor and Subcontractor shall keep accurate payroll records and supporting documents as mandated by Section 1776 of the California Labor Code and as defined in Section 16000 of Title 8 of the California Code of Regulations, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor or Subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a.) The information contained in the payroll record is true and correct.
 - b.) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
- 2.) The payroll records, enumerated under paragraph (1) above, shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
 - a.) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b.) A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of the Department, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.

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- c.) A certified copy of all payroll records, enumerated in paragraph 1 above shall be submitted with invoices for all service requests over \$15,000. These certified copies shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the Department. If the requested payroll records have not been provided pursuant to paragraph (b), the requesting party shall, prior to being provided the records, reimburse the costs of copy preparation by the Contractor, Subcontractors, and the Department. The public shall not be given access to the records at the principal office of the Contractor.
- 3.) Each Contractor shall file a certified copy of the records enumerated in paragraph (1) above, with the entity that requested the records within ten (10) days after receipt of a written request.
- 4.) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the Department shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address and social security number. The name and address of the Contractor awarded the Agreement or performing the Agreement shall not be marked or obliterated.
- 5.) The Contractor shall inform the body awarding the Agreement of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
- 6.) The Contractor or Subcontractor shall have ten (10) days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the Contractor or Subcontractor fails to comply within the ten-day period, he or she shall, as a penalty to the Department, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by the Department from payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
- B. The penalties specified in paragraph 6 above for noncompliance with the provisions of said Section 1776 may be deducted from any monies due or which may become due to the Contractor.
- C. Payrolls shall contain the full name, address and social security number of each employee, the correct work classification (including apprentices), rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or employer's agent indicating

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that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the Agreement. The "Statement of Compliance" shall be on forms furnished by the Department or on any form with identical wording. The Contractor shall be responsible for the submission of copies of payrolls of all subcontractors.

- D. The Contractor and each Subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Agreement.
- E. The Contractor shall submit a certified copy of all payroll records for verification by the Department's Contract Manager and/or Designee with the Contractor's invoices within ten (10) days, not including Saturdays, Sundays or legal holidays, following completion of the work to the Contract Manager. When progress payments are called for, the Contractor shall submit a certified copy of all payroll records for verification for the work completed to date along with their invoices for verification by the District Labor Compliance Office. Delinquent payrolls or other required documents will cause payment to be withheld pending receipt of such documents.
- F. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this article.

12. Penalty

- A. The Contractor and any Subcontractor under the Contractor shall comply with Labor Code Sections 1774 and 1775. In accordance with said Section 1775, the Contractor shall forfeit, as a penalty to the Department, not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any public work done under the contract by him or her, or by any subcontractor under him/her, in violation of the provisions of the Labor Code and, in particular, Labor Code Sections 1775 to 1780, inclusively.
- B. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or Subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or Subcontractor in meeting his or her prevailing wage obligations, or a Contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or Subcontractor had knowledge of the obligations under the Labor Code. In addition, to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or Subcontractor.
- C. If a worker employed by a Subcontractor on a public works project is not paid the general prevailing per diem wages by the Subcontractor, the prime Contractor of the

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project is not liable for any penalties described above, unless the prime Contractor had knowledge of that failure of the Subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime Contractor fails to comply with all of the following requirements:

- 1.) The Agreement executed between the Contractor and the Subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1775.5, 1776, 1813 and 1815 of the Labor Code.
 - 2.) The Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees by periodic review of the certified payroll records of the subcontractor.
 - 3.) Upon becoming aware of the failure of the Subcontractor to pay his or her workers the specific prevailing rate of wage, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited, to retaining sufficient funds due the Subcontractor for work performed on the public works project.
 - 4.) Prior to making final payment to the Subcontractor for work performed on the public works project, the Contractor shall obtain an affidavit signed under penalty of perjury for the Subcontractor that the Subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.
- D. Pursuant to Section 1775 of the Labor Code, the Department shall notify the Contractor on a public works project within 15 days of receipt of a complaint that a Subcontractor has failed to pay workers the general prevailing rate of per diem wages.
- E. If the Department determines that employees of a Subcontractor were not paid the general prevailing rate of per diem wages and if the Department did not retain sufficient money under the contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Contractor shall withhold an amount of moneys due the Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Department.
- F. The Contractor shall pay any money retained from and owed to a Subcontractor upon receipt of notification by the Department that the wage complaint has been resolved. If notice of the resolution of the wage complaint has not been received by the Contractor within 180 days of the filing of a valid notice of completion or acceptance of the public works project, whichever occurs later, the Contractor shall pay all moneys retained from the Subcontractor to the Department. The moneys shall be retained by the Department pending the final decision of an enforcement action.

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- G. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this article.

13. State General Prevailing Wage Rates

- A. The attention of the Contractor is directed to, and the Contractor agrees to comply with all of the applicable provisions of the Labor Code including those provisions requiring the payment of not less than the general prevailing rate of wages. The Contractor further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.
- B. Pursuant to Section 1771.5 of the Labor Code, not less than the general prevailing wage rate of per diem wages and the general prevailing rate of per diem wages for holiday and overtime work for work of a similar character in the county in which the work is to be performed shall be paid to all workers employed on this Agreement, if this Agreement is for:
- 1.) More than \$25,000 for public works construction or,
 - 2.) More than \$15,000 for the alteration, demolition, installation, repair, or maintenance of public works.
- C Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this article.

14. State Prevailing Wage Rate Determinations

- A. The General Prevailing Wage Rate Determinations applicable to the project are available and on file with the Department's Regional/District Labor Compliance Office. These wage rate determinations are made a specific part of this contract by reference pursuant to Labor Code Section 1773.2. Any special wage rate determinations applicable to this project are attached.
- B. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at:
<http://www.dir.ca.gov/>
- C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations are to be obtained by the Contractor from the Department's District/Regional Labor Compliance Officer. These wage rate determinations are to be posted by the Contractor at the job site in accordance with Section 1773.2 of the California Labor Code.
- D. Questions pertaining to predetermined wage rates should be directed to the Department of Industrial Relations, Division of Labor Statistics and Research, P. O. Box 420603, San Francisco, CA 94142-0603, (415) 972-8628.

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15. Hours of Labor

- A. Eight (8) hours labor constitutes a legal day's work. The Contractor shall forfeit, as a penalty to the State of California, twenty-five dollars (\$25.00) for each worker employed in the execution of the Agreement by the Contractor or any Subcontractor under the Contractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular Sections 1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half times the basic rate of pay, as provided in Section 1815.
- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this article.

16. Invoicing Provisions

- A. Contractor understands in signing this agreement that Caltrans pays only for services within the State highway jurisdiction. No reimbursement will or can be made under this agreement for work performed off the State highway right-of-way property, regardless of the fact that the spill may have resulted from within the State highway right-of-way.
- B. Contractor understands that charges for services rendered under this agreement must be requested by the District HazMat Manager and will thereafter commence at the time equipment and staff are dispatched to the spill sites and not before.
- C. Contractor shall be reimbursed only for skills (job titles) and associated fees that have been approved in advance by the District HazMat Manager and are within the scope of work of this agreement.
- D. Contractor understands and agrees that all rates listed in **Attachment 1**, Bid Proposal are "fully loaded", i.e., they include all direct and indirect costs and fees or profit as well as ancillary materials not included in Attachment 1, Bid Proposal necessary to perform the services.
 - 1) Employees labor rates for time traveled to and from the spill site shall be covered as a call out as bid on **Attachment 1, Bid Proposal**. Only one call out charge, per employee, shall be allowed per incident.
 - 2) All non-covered work rates: regular, overtime, and premium time shall be calculated from time of arrival to time of departure at spill site. Work performed by the Contractor that is considered overtime and premium time between arrival and departure at the Caltrans spill site will be paid at 1.5 or 2.0 times the standard bid rate respectively. Rates shall be listed on **Attachment 1**. Prevailing wage will be required and is based on each spill incident. Contractor

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will be paid wage rate according to Contractors bid proposal rate listed on **Attachment I**.

- 3) Vehicles (trucks & trailers) required for transport of tractors, loaders, dozers shall be included in the hourly rate for the requested equipment and shall be pre-authorized by the District HazMat Manager.
- 4) Costs of handling, analysis and hauling waste directly from the spill site to the landfill or recycler shall be paid per **Contractor's Attachment 1, Bid Package**. Only one transport rate shall be paid per transport of containers. Waste that is rejected at a waste disposal facility and requires transport to a secondary facility will be at the cost of the Contractor.
- 5) Containers, washout fees and certificate of disposal documentation shall be inclusive in the per unit disposal transportation fee bid rate as listed in **Attachment 1, Bid Package**.
- 6) Communication costs shall be included in the equipment hourly rates (Exhibit E, Section 2).
- 7) Level A, B, C & D Personal Protective Equipment: Level A & Level B hourly rental rates as listed in Exhibit B Attachment 1, Rate Sheet shall be inclusive of all personal protective and appropriate respiratory equipment (Reference Exhibit E, Section 2).
- 8) **Hand Tools:** Miscellaneous hand tools and expendable items shall be included in the hourly rate of the Emergency Response vehicle and/or Gear Truck (Reference Exhibit E, Section 2 (E)).
- 9) **Rented hourly equipment** shall be provided on an hourly rate and fully maintained. Hourly rate of equipment shall be paid from time of arrival on spill site to time of departure. Hourly rate shall include all fuel and be fully operational for the desired task. Minimum hourly fees shall not be allowed unless pre authorized by the Contract Manager or his/her designee. District HazMat Manager at his/her discretion shall request transport of equipment to site. Call-out bid rate (Attachment 1, Bid Proposal) shall include all labor, transport, fuel and transport trailers to and from spill site.
- 10) Equipment requiring miscellaneous accessories shall be functional for the work requested and be included in the hourly rate such as suction hoses, discharge hoses, air and water pressure hoses, fittings, cables, electrical cords, chains, chain binders, ratchet straps, rope, pulleys, tarps, all shipping documents, labels, placards. Sampling and analysis shall be included in the hourly/daily rates of the HazCat kit. Liners (6 Mil) shall be provided and included in the daily rental rate for bins and liners for drums shall be provided free of charge with all drums.

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- 11) All equipment and materials provided shall be fully calibrated and serviced as recommended by the manufacturer or mandatory regulation. Costs for calibration or service shall be the responsibility of the Contractor and not charged to Caltrans.
- 12) Traffic Control equipment shall be carried on the Emergency Response Vehicle and/or Gear Truck at the discretion of the District HazMat Manager. Traffic control equipment shall be a required component and included in the hourly rate (Reference Exhibit E, Section 2 (J-K)).
- 13) Gear Truck (minimum 1 Ton or larger) unit shall be equipped with miscellaneous hand tools but not limited to the equipment in contract Bid requirements. Handtools (Exhibit E, Section 2 (E)) listed in this agreement shall be included in the hourly rate of the Gear Truck.
- 14) The cost of Laboratory Analysis services (including sampling containers, labeling, transport, and chain of custody documents) shall be a components of the transportation rate and are included in the Contractor's prices as bid in **Attachment 1**. Third party invoices shall be attached to individual spill packet for payment.
- 15) Contractor may transport Hazardous Materials from an emergency spill to a Caltrans Maintenance Facility or to a California Department of Toxic Substance Control (DTSC) registered transfer storage and disposal facility (TSDF) Costs of handling, analysis and hauling directly from the spill site to the landfill or recycler shall be paid per the Contractor's rates in **Attachment 1**. Only one transport rate shall be paid per transport of containers. Material that is rejected at a waste disposal facility and requires transport to a secondary facility will be at the cost of the Contractor. A Contractor using a TSDF, must have a public published price list for disposal charges in the Contractor's rates, **Attachment 1**. The Disposal rates in **Attachment 1** shall be no more than disposal facilities published public rate sheet. Contractor will be reimbursed for disposal fees for material that can not be classified within the categories listed on **Attachment 1** at the actual invoice cost. Disposal fees outside of the categories listed on Attachment 1 are not permitted to be higher than landfill or TSDF published public rate sheet.
- 16) The emergency response unit as described in **Exhibit E, Section 2 (L)** shall be included in the hourly rate of the Emergency Response Unit.

17. Invoice Requirements:

Contractor's fully documented invoice, including all required certified payroll for service requests over \$15,000, for each spill incident must include the following supporting documentation in accordance with **Attachment 1**, Bid Proposal.

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1. The Caltrans Contract number, spill incident number, name of the District HazMat Manager requesting services, and the exact location of the hazardous spilled billed, by date, time, and geographical landmark, county, route, direction of travel, and post mile designations.
2. An itemized listing of the applicable labor costs. The list must specify the exact number and classifications of employees with straight time, overtime, premium time, prevailing wage time identified, and the date(s) and hours worked. Labor classifications, hourly rates, and call outs listed must be consistent with those stated in **Attachment 1**, Bid Proposal. (The State may audit to verify the need for premium pay & overtime pay.)
3. An itemized listing of the applicable equipment costs. The list must specify the equipment used, days/hours used and hourly/daily rates for each piece of equipment used.
4. An itemized listing of the applicable materials/Lab analysis/supplies costs. The list must specify the materials/supplies using the terminology, size specifications and rates identified in **Attachment 1**, Bid Proposal.
5. Copies of the manifests signed by the Treatment and Disposal facility (TSDf) and a breakdown showing which wastes are included in the incident, as well as an itemization of disposal costs.
6. A list of the exact number of days and number of employees on travel status when billing for meals and lodging, as well as receipts for meals and lodging when required as noted below. Contractor reimbursement for per diem and lodging shall not exceed rates established by the California Department of Personnel Administration (DPA) for regular state employees. Contractor is responsible for using the most current DPA rates, which may be found at <http://www.dpa.ca.gov/>.
7. Where the service order is subject to prevailing wage requirements, refer to the travel and subsistence provision within the collective bargaining agreement on file with the Department of Industrial Relations (DIR) for each applicable craft and trade. Travel and subsistence provisions may be found on the following DIR website: http://www.dir.ca.gov/dlsr/statistics_research.html. Travel and subsistence provisions may provide for a flat rate of subsistence pay. In that event, the contractor's employee may elect to receive either that flat rate or the DPA rates set forth above. The employee may elect one or the other, but shall not claim any combination of the two different rates. Where the contractor's employee has elected to accept payment of the flat rate, the employee is not required to submit receipts unless the travel and subsistence provision expressly requires receipts for reimbursement.
8. Contractor shall bill non-price list items at direct cost only. No general administrative cost can be added to non-price list items. Contractor will be reimbursed for the actual costs of authorized vendor services, disposal of hazardous materials

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(including applicable taxes and fees), miscellaneous materials, disposable items, and analytical services associated with emergency response activities not listed on Exhibit B, Attachment 1, Bid Proposal. Non-price schedule category items billed on the invoice for materials, subcontracts, equipment, etc. must be accompanied by copies of the pertinent invoice, Contractor's published price schedule or comprehensive price list at time of incident, subcontract, sales receipt, payroll records, etc., showing evidence of payment.

9. The name and telephone number of the person who should be contacted regarding questions on the invoice, time of Initial Call out, time of arrival at scene, manifest number, and disposal facility.
10. **Travel:** Contractor's staff when pre-approved by the District HazMat Manager or his/her designee may be reimbursed for lodging and meals. Travel shall be during spill cleanup activities exceeding a 10-hour period. Travel pay to and from spill site and during the transport of waste is excluded for reimbursement. Charges for approved travel shall follow State guidelines and not exceed authorized rates paid represented State employees under current State Department of Personnel Administration rules. Duplicate copies of itemized travel expense receipts shall be provided for verification and reimbursement. No additional markup or surcharges shall be allowed.

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SPECIAL TERMS AND CONDITIONS

1. Settlement of Disputes

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the Department's Contract Officer, who may consider any written or verbal evidence submitted by the contractor. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on both parties to the Agreement on all questions of fact considered and determined by the Contract Officer.
- B. Neither the pendency of a dispute nor its consideration by the Contract Officer will excuse the contractor from full and timely performance in accordance with the terms of the Agreement.

2. Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- B. The contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the State's Contract Manager, except that which is expressly identified in the Contractor's bid package.
- C. Any subcontract in excess of \$15,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- D. Any substitution of subcontractors must be approved in writing by the State's Contract Manager in advance of assigning work to a substitute subcontractor.

3. Subcontracting Provisions/List

- A. Attention is directed to Section 8.1.01, "Subcontracting", of the Standard Specifications and these special provisions.
- B. The Contractor will be permitted to subcontract portions of the work included in any lump sum item for work covered by these special provisions without the entire item being considered as subcontracted.

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- C. The "Subletting and Subcontracting Fair Practices Act" (Public Contract Code Section 4100-4113, inclusive) requires subcontractors on public works or improvement projects to be listed on the Subcontracting List in the Bid Proposal. The act also prohibits the substitution of subcontractors, except as therein authorized; and provides for penalties for violations of the Act. Bidders are cautioned that this listing requirement is in addition to any requirement to provide a list of Disadvantaged Business subcontractors after the opening of proposals. Each bidder intending to subcontract a portion of the work shall list on the Subcontracting List:
- 1) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.
 - 2) The portion of the work which will be done by each such subcontractor. Only one subcontractor shall be listed for each such portion.
- D. A sheet for listing subcontractors, as required by the Subletting and Subcontracting Fair Practices Act.

4. Termination

- A. The Department of Transportation reserves the right to terminate this Agreement without cause upon thirty (30) days written notice to the Contractor or immediately in the event of material breach by the Contractor.
- B. In the event that the total agreement amount is expended prior to the expiration date, the State may, at its discretion, terminate this agreement with 30 days notice to contractor.

5. Employment of Apprentices

- A. Attention is directed to the provisions in Section 1777.5, 1777.6 and 1777.7 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him/her. (Section 1777.5 shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding/proposing work through a general or prime contractor, involving less than 20 working days or \$30,000.)
- B. The Contractor and any subcontractors under him/her shall comply with the requirements of 1777.6 and, where applicable, of 1777.5 in the employment of apprentices.

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- C. To insure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each contractor or subcontractor should, where some question exists, contact the State Division of Apprenticeship Standards, P. O. Box 420603, San Francisco, California 94142-0603, or one of its branch offices, prior to commencement of work on the public works contract. Responsibility for compliance with Section 1777.5 lies with the prime Contractor. Penalties are specified in Labor Code Section 1777.7.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this article.

6. Retention of Records/Audits

- A. For the purpose of determining compliance with Public Contract Code Section 10115, et. seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et. seq., when applicable, and other matters connected with the performance of the Agreement pursuant to Government Code Section 8546.7, the Contractor, subcontractors and the State shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The State, the State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Contractor that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this article.

7. Rebates, Kickbacks and Other Unlawful Consideration

The Contractor warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any state agency employee. For breach or violation of this warranty, the State shall have the right, in its discretion, to terminate the Agreement without liability, to pay only for the value of work performed, or to deduct from the Agreement price or otherwise recover the full amount of each rebate, kickback or other unlawful consideration.

8. Default

If, after award and execution of the Agreement, the contractor defaults, the Agreement may be terminated for non-satisfactory performance. Contractor may be assessed damages in the amount of \$500 for administrative costs. Additionally, the contractor may be liable to the State for the difference between the contractor's original bid price

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and the actual cost of performing the work by the second low bidder or by another contractor.

9. Non-Solicitation

The contractor warrants, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained or contracted by the contractor for the purpose of securing business. For breach or violation of this warranty, the state shall have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10. Disabled Veterans Business Enterprise (DVBE) Participation (Without Goals)

The State has established no goals for the participation of DVBE for this contract. However, the Contractor shall be fully informed respecting the California Public Contract Code Section 10115 et seq., which is incorporated by reference. Contractor is urged to obtain DVBE subcontractor participation should clearly defined portions of the work become available.

11. Audit Review Procedures

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by Agreement shall be reviewed by the Chairperson of the Audit Review Committee (ARC). The ARC will consist of the Deputy Director, Audits & Investigations (Chairperson); Deputy Director of the functional Program area; the Chief Counsel, Legal Division, or their designated alternates; and if the Department chooses, two representatives of the Department's choosing, from private industry. The two representatives from private industry will be advisory in nature only and will not have voting rights. Additional members or their alternates may serve on the ARC.
- B. Not later than thirty (30) days after issuance of the final audit report, the Contractor may request a review by the ARC of unresolved audit issues. The request for review will be submitted in writing to the Chairperson of the ARC. The request must contain detailed information of the factors involved in the dispute as well as justifications for reversal. A meeting by the ARC will be scheduled if the Chairperson concurs that further review is warranted. After the meeting, the ARC will make recommendations to the appropriate Chief Deputy Director. The Chief Deputy Director will make the final decision for the Department. The final decision will be made within three (3) months of receipt of the notification of dispute.

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- C. Neither the pendency of a dispute nor its consideration by Department will excuse the contractor from full and timely performance, in accordance with the terms of this Agreement.

12. Laws to be Observed

The contractor shall keep fully informed of all existing and future state and federal laws and county, and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall at all times observe and comply with, and shall cause all agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the work. The contractor shall protect and indemnify the State of California and all officers and employees thereof connected with the work against any claim, injury, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the contractor, a subcontractor, or an employee. If any discrepancy or inconsistency is discovered in the plans, drawings, specification, or Agreement for the work in relation to any such law, ordinance, regulation, order, or decree, the contractor shall immediately report the same to the contract manager in writing.

13. Specific Statutory Reference

Any reference to certain statutes in this Agreement shall not relieve the Contractor from the responsibility of complying with all other statutes applicable to the service, work, or rental to be furnished thereunder.

14. Equipment Indemnification

- A. The contractor shall indemnify the state against all loss and damage to the contractor's property or equipment during its use under this Agreement and shall at the contractor's own expense maintain such fire, theft, liability or other insurance as deemed necessary for this protection. The contractor assumes all responsibility that may be imposed by law for property damage or personal injuries caused by defective equipment furnished under this Agreement or by operations of the contractor or the contractor's employees under this Agreement.
- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this article.

15. Liability Insurance Provisions

- A. Contractor is responsible for any deductible or self-insured retention contained within the insurance program.

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- B. The Insurance policy shall contain a provision that states that coverage will not be cancelled without 30 days prior written notice to the State.
 - C. Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. This new insurance must still meet the terms of this Agreement.
 - D. In the event contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of the Agreement.
 - E. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the State.
 - F. The State will not be responsible for any premiums or assessments on the policy.
- 1. Commercial General Liability
 - a.) Contractor shall maintain general liability with limits of not less than **\$1,000,000** per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the contractor's limit of liability.
 - b.) The State of California, its officers, agents, employees, and servants shall be included as additional insured, but only with respect to work performed for the State of California under this Agreement. The insurance carrier should provide an endorsement for the additional insured statement.
 - 2. Automobile Liability
 - a.) Contractor shall maintain motor vehicle liability with limits of not less than **\$1,000,000** per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. (Auto Liability coverage is needed only if a vehicle is used in the Scope of Work stated in the Agreement.)
 - b.) The State of California, its officers, agents, employees, and servants shall be included as additional insured, but only with respect to work performed for the State of California under this Agreement. The insurance carrier should provide an endorsement for the additional insured statement.
 - 3. Workers' Compensation/Employer's Liability

EXHIBIT D
Standard Agreement

Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement, including special coverage extensions where applicable. Employer's liability limits of **\$1,000,000** shall be required.

4. Pollution Liability

Contractor shall maintain Pollution Liability covering the Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred all arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Limits of not less than **\$3,000,000** shall be provided.

16. License Requirements, Permits, and Certificates

- A. The Contractor shall be properly licensed in accordance with the laws of the State of California and shall possess a Class A General Engineering Contractor license issued by the California Contractors State License Board and, including but not limited to, a hazardous waste hauler license, a hazardous substances removal contractor certificate, asbestos removal certification, tire haulers permit, confined space entry permit, hazardous waste of concern transporter permit, and bio-hazard certificate. Additionally, the contractor and all subcontractors shall be responsible for obtaining and maintaining current, all applicable State and local licenses, registrations, permits, and certifications during the performance period of this agreement. This includes but is not limited to hazardous waste permits and storage variances.
- B. The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.
- C. If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary, however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the Department a copy of your business license or incorporation papers for your respective State showing that your company is in good standing in that state.
- D. In the event, any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide agency a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

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17. Licensed Contractor Standards for Quality of Work

- A. Licensed contractors must observe professional standards for quality of work or the California Contractors State License Board will invoke disciplinary action.
- B. Notice is hereby given that certain actions by a Contractor, including, but not limited to the following, constitute grounds for disciplinary action once the State has notified the license board of all violations:
 - 1. A willful departure from plans and specifications or disregard of trade standards for good and workmanlike construction in any material respect that might prejudice the Department of Transportation, owner of the property upon which you perform work (Bus. & Prof. Code, 7109).
 - 2. The failure to observe and comply with all of the applicable labor laws (Bus. & Prof. Code 7110).
 - 3. Material failure to complete this Agreement (Bus. & Prof. Code 7113).
- C. Should the State determine that the work or materials provided vary materially from the specifications, or, that defective work when completed was not performed in a workmanlike manner, then the Contractor warrants that he/she shall perform all necessary repairs, replacement and corrections needed to restore the property according to the Agreement plans and specifications, all at no further or additional cost to the State.

18. Equipment Rental Provisions

- A. The State shall not be responsible for loss or damage to the rental equipment arising from causes beyond the control of the State. The State's responsibility for repairs and liability for damage or loss are restricted to that made necessary by or resulting from the negligent act or omission of the State or its officers, employees or agents.
- B. Contractor shall maintain the equipment in good working order and make all necessary repairs and adjustments. The Contractor will be given full and adequate access to the equipment at reasonable times for this purpose. The State reserves the right to terminate this Agreement or to cease payment of rent if the Contractor fails to maintain the equipment properly.
- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this article.

19. Interfacing With Pedestrian and Vehicular Traffic

Pursuant to the authority contained in Section 591 of the Vehicle Code, the Department has determined that within such areas as are within the limits of the project and are open to public traffic, the contractor shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. The contractor shall take all

EXHIBIT D
Standard Agreement

necessary precautions for safe operations of the contractor's equipment and the protection of the public from injury and damage from such property.

EXHIBIT E
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SPECIAL PROVISIONS

1. Confidential Material

- 1.) The Contractor and State understand that each party may come into possession of information and/or data, which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data, in any form (electronic, mechanical or other recording), in the possession of State, may be subject to disclosure under the California Public Records Act, commencing with Government Code, Section 6250. The State agrees not to voluntarily disclose such information or data furnished by the Contractor and to maintain such information or data as confidential, when so designated by the Contractor in writing at the time it is furnished to the State, only to the extent that such information or data is exempt from disclosure under the California Public Records Act. In addition, both the State and the Contractor agree not to use such confidential or proprietary information for any purpose other than for the performance of this contracted service.
- 2.) The Contractor shall not issue any press release or make available (except to the State) any reports, information, inventions, improvements, discoveries or data obtained, prepared, assembled or developed by the Contractor pursuant to this contract, without prior written approval of the State while the contract is in force. The State's approval shall not be unreasonably withheld.

2. Response Equipment

Contractor's list of equipment at a minimum must include that which is essential for initial containment, identification and cleanup of hazardous and/or unknown materials as described below:

A. Transportation Equipment

- One ton or smaller pickup truck or van.
- 3-Axle truck.
- Gear truck (Van) (2 axle One ton or larger minimum).
Shall be equipped with but not limited to the following equipment: First Aid Kit, Miscellaneous hand tools (as listed in section E below), shovels, brooms, external power generator (4 KW or larger), air supply or compressor for adequately powering pneumatic air tools, and drum dolly.
- Emergency response vehicle
Emergency response vehicle shall be equipped with, but not limited to, First Aid Kit, Personal Protective Equipment (PPE), air supply or compressor (adequately powering pneumatic air tools), external power generator (4 KW or larger), and equipment listed in sections E and F (below).
- Semi-end dump truck (up to 20 CU Yd capacity).
- Vacuum Truck.
- Truck and transfer trailer
- Roll off bin (single and/or dual capacity) truck.

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- Enclosed Cargo type trailer and/or van *
- * Required when noted within contractor capabilities for biohazard transport.

B. Remedation and Containment Equipment

- Loader and required transport truck and trailer.
- Loader/Backhoe combination and required transport truck and trailer.
- Skid Steered type loader (i.e. bobcat) and required transport truck and trailer.
- Excavator* and required transport truck and trailer.
- Crane* and required transport truck and trailer.
- Dozer* and required transport truck and trailer.
- Bins (10 yard, 20 yard, 40 yard).
- 85 gallon DOT Approved recovery drum.
- 55 gallon DOT Approved steel drum (new).
- DOT approved transport containers (5, 10, 20, and 30 gallon size).
- *Use of subcontractor is permissible.

C. Personal Protective Equipment (PPE)

Personal Protective Equipment shall be available and on hand for each employee performing spill cleanup operations. Equipment on hand shall not be less than three of anyone type and at anyone time. . When respiratory equipment is required, equipment on hand shall not be less than 4 of anyone type at anyone time.

- Confined Space Rescue Equipment.
- Self-Contained Breathing Apparatus (SCBA's).
- Full face Air Purifying Respirator (APR) with assorted cartridges.
- Hard Hat.
- Safety Vest.
- Polyethylene coated Tyvek or equivalent suit.
- Safety glasses or goggles.
- Nitrile or equivalent gloves.
- Work gloves.
- Glove liners.
- Steel toe and shank chemical protective boots.
- Dosimeters (radiological).*
- Level A chemical protection suit.*
- Level B chemical protection suit.*
- Level C chemical protection suit.
- Decon Safety shower with enough water to decon a minimum of four (4) people and an eye wash (One eyewash of capacity capable of treating a minimum of four people is acceptable).

* Required when noted within contractor capabilities.

D. Communication Equipment

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Bidder shall have on hand the communication equipment listed below.

- Two Way Communication Equipment sufficient for communications between staff.
- Cellular Telephone.

E. Miscellaneous Hand Tools

All hand tools shall be intrinsically safe, non-sparking.

- Hammers.
- Pliers.
- Wrenches.
- Tubing cutters.
- Drill bits.
- Brushes.
- Chisels.
- Taps and dies.
- Dam/Dike/Plugging and Patching Equipment.
- Sawsall or similar power cutting tool.
- Cylinder Assessment, capping and purging tools for the containment and transport of various size chemical cylinders.

F. Miscellaneous Materials and Supplies

- Absorbent materials.
- Technical reference Library (minimum of three separate references).
- Two rolls Duct tape.
- Hand cleaner.
- Two shovels.
- One Hand Broom.
- Plastic 6 mil sheeting.
- Two 50-foot electrical power cords.
- Hudson Sprayer.

G. Testing Equipment

- Hazcat kit (Chemical hazard categorization test kit).
- Combo/oxygen Meter (CO₂, HS, O₂, UEL & LEL).
- Gas Meter.
- PID Meter.
- Radiation Meter (Alpha, Beta & Gamma required to qualify for radiological response).*
- pH paper.
- Mercury Vapor Analyzer.
- Portable analytical equipment for assessment of potentially hazardous material characteristics such as flammability, solubility, reactivity, corrosivity, water and oil compatibility.

* Required when within bidder's response capabilities.

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H. Decon Equipment

- Three small plastic wading pools.
- One hose.
- Three plastic 5 gallon pails.
- Three scrub brushes.
- Decon soap.
- Plenty of water

I. Traffic Control Equipment

Traffic Control Equipment shall be carried on the Emergency Response Vehicle and/or Gear Truck at the discretion of the District HazMat Manager. Traffic Control Equipment shall comply with CVC 21400-21401 and Manual of Traffic Controls for Construction and Maintenance Work Zones.

J. Full freeway traffic control equipment

- Portable Lighting (two 1,000 watt portable lights with stands) (night time).
- 50 Reflective Traffic Cones.
- Flagging.
- 6 Reflective Signs.
- 6 Sign stands.
- 4 paddles.
- Two Flashing Amber signs (night time).

K. Two lane highway traffic control equipment

- Portable Lighting (two 1,000 watt portable lights with stands) - (night time).
- 50 Reflective Traffic Cones.
- Flagging.
- 6 Reflective Signs.
- 6 Sign stands.
- 4 paddles.
- Flashing Amber signs (night time).

L. Emergency Response unit

Emergency response unit shall be equipped but not limited to the following equipment.

- a. Hazcat Kit.
- b. Combo/Oxygen Meter (CO₂, HS, O₂, UEL & LEL).
- c. Decon Equipment.
- d. PID Meter.
- e. Radiation Meter (Alpha, Beta & Gamma required to qualify for radiological response) Capabilities).
- f. PH Paper.
- g. Mercury Vapor Analyzer.

EXHIBIT E Standard Agreement

- h. Published Resource Material for HazMat Response (minimum of 3 resources).
- i. Two Way Communication Equipment sufficient for communication between staff.
- j. Cellular Telephone.
- k. Appropriate PPE (A through D) as Specified by Contractor Capability.
- l. Miscellaneous hand tools.

3. Personnel Requirements

- a) The following minimum numbers and types of personnel are required of each Contractor for each dedicated county. Must work directly out of Field Office for the specified Service Area.

Requirements for each Service Area

Number of Staff Resources	Classification
1	Project Manager
1	Project Supervisor
2	Analyst*
3	Technician
2	Operator
1	Chemist*
1	Industrial Hygienist*
5	Laborer*
1	Dispatch*
1	Administrative

*Contractor may use a subcontractor for these services if the availability is 24 hours a day, 7 days a week.

- b) The contractor shall be reimbursed only for skills (job titles) and associated fees that have been approved in advance by the District HazMat Manager. Job skill certifications shall be carried at all times while on Caltrans job site.

Project Manager/Supervisor:

The Project Manager/Supervisor will have the following required qualifications and experience: Must be trained and certified to meet the competency level of management and supervisor as defined in California Code of Regulations Title 8 section 5192 (e)(4). Must demonstrate knowledge of heavy equipment operations, field construction, and response work phases including containment and counter measures, cleanup and mitigation actions, disposal and restoration operations, and sampling and analytical techniques.

EXHIBIT E

Standard Agreement

- The Project Manager/Supervisor shall have the overall responsibility and authority to direct all hazardous waste operations in coordination with the District HazMat Manager (DHM). Specific management responsibilities of the Project Manager shall include the following:
- On-site management and direct supervision of employees engaged in hazardous waste operations. Includes retaining response personnel, equipment, and materials, maintaining training and certification and ensuring adequate resources are available to respond to emergency spills in a timely manner as specified under Exhibit A, section 10 (B) Response Time.
- Implementing a Health and Safety plan to protect all response personnel.
- Knowledge of the employer's safety and health program, personal protective equipment program, spill containment program, and health hazard monitoring procedures and techniques.
- Establishing, maintaining and/or ensure personnel follow Manual of Traffic Controls for Construction and Maintenance Work Zones, referred to at the "Manual of Traffic control" as noted in Maintenance Manual Volume 1, Chapter 7, Section 7.02 (California Vehicle Code (CVC) 21400-21401).
- Comply with California Code of Regulations, Title 8 section 5192 (e)(6) and Title 29 Code of Federal Regulations, Section 1910.12 (e)(4). Project Manager and supervisors must carry training certification on scene.
- Establishing and maintaining a phone coverage system operated 24 hours a day, 7 days a week where either Dispatch personnel or Project Supervisor will contact the District HazMat Manager (DHM) within 5 minutes of initiating call from the DHM or his/her designee utilizing the 24 hour toll free number established and supplied by the Contractor.

Analyst

The Analyst shall have the following required qualifications and experience:

- Four years or more of chemical and hazard identification through hazard class categorization.
- Knowledge of: Treatment, Storage, and Disposal Facility (TSDF) requirements; California Department of Toxic Substance Control and the U.S. Department of Transportation hazard classification test methods:
- Can interpret analytical test results.
- Shall classify waste, placard, mark and label in accordance with Title 49 Code of Federal Regulations Subchapter C Section 171-173 and Title 22 California Code of Regulations, Chapter 11, Division 4.5.

Technician

The Technician shall require skills and knowledge of proper use procedures for dealing with field survey instruments and equipment, specialized PPE, and techniques for advanced control, containment and/or confinement operations. Demonstrate competency in performing assignments that are normally standardized in the

EXHIBIT E

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identification and cleanup of hazardous chemicals. Technicians shall meet the training requirements of California Code of Regulations Title 8, Section 5192 (e)(3)(A), general site worker and comply with California Code of Regulations Title 8, Section 5192. Technician must carry training certification on scene.

Operator

Perform hazardous waste cleanup operations in industrial settings. Have skills and knowledge to safely contain, clean up, transport, and dispose of hazardous materials. Ability to operate emergency response equipment: backhoe, loader, vacuum truck, gear truck, two or three axle stake/flatbed trucks, and semi-end dump trucks. Maintain all required Vehicle licenses and Endorsements for equipment operations, transport, and removal of hazardous materials (for example: hazmat and TX endorsement). Operators meet the training requirements of California Code of Regulations Title 8, Section 5192 (e)(3)(A), general site worker and comply with California Code of Regulations Title 8, Section 5192. Operator must carry training certification on scene.

Industrial Hygienist

Shall be certified by the American Board of Industrial Hygiene (ABIH). The Industrial Hygienist must have experience in chemical response, cleanup, and disposal, experience in monitoring field personnel, developing site safety plans, and collecting, analyzing and interpreting data. Industrial hygienist must provide proof of health and safety training for field responses.

Chemist

Shall have the minimum qualifications of a BA Degree in Chemistry from an accredited college and applicable experience in the field in chemical response, cleanup, and disposal. The chemist must have hazardous waste sampling, analysis, and classification experience. Chemist must provide proof of health and safety training for field responses.

Laborer

Shall have meet the training requirements of California Code of Regulations Title 8, Section 5192 (e)(3)(A), general site worker. Workers performing limited tasks shall have the minimum first responder awareness training and one day field experience per Title 8 California Code of Regulation Section 5192.

4. Program Operations

Response Operations

Contractor must maintain the resources to provide and maintain response services and to support continuous program operation for the duration of the agreement.

Field Offices

For all Counties other than District 1, Modoc, Los Angeles, and San Diego, the Contractor shall maintain and utilize its field office in its identified county, counties or within 100 miles of the county boundaries (as bid in Attachment 1).

EXHIBIT E Standard Agreement

District 1 (Del Norte, Humboldt, Lake, and Mendocino Counties): Contractor shall maintain and utilize its field office in its identified county or **within 250** miles of the county boundaries (as bid in Attachment 1).

Modoc County: Contractor shall maintain and utilize its field office in its identified county or **within 200** miles of the county boundaries (as bid in Attachment 1).

Los Angeles County: Contractor shall maintain and utilize its field office in Los Angeles County (as bid in Attachment 1).

San Diego County: Contractor shall maintain and utilize its field office in San Diego County (as bid in Attachment 1).

For purposes of this section "Field Office" is defined as a specific location within a designated area/county, adequately staffed, stationed with emergency response equipment, and equipped to serve as the headquarters of the contractor for the awarded agreement. Minimum Field Office requirements are as follows:

- The Contractor shall maintain the following required and minimum numbers and types of personnel as identified pursuant to the Personnel Resources for the designated Area(s) per Exhibit E, Section 3.
- The Contractor shall maintain and provide to the Caltrans Contract Manager a roster of all personnel that are assigned to perform work under the agreement. The roster, identifying each staff member by name and classifications (at each spill, the person may hold a different classification, depending on personnel available and the needs of the spill), shall be updated and forwarded to the Caltrans Contract Manager to indicate either changes due to promotion, staff changes due to the addition of new staff and/or the departure of staff. Prior to either promotion to a new classification or the assignment of new staff to perform work under this agreement, the Project Supervisor shall obtain concurrence from the Caltrans Contract Manager prior to assignment. To meet this requirement, the Project supervisor shall submit a copy of the affected staff's qualifications using the Staff Resource Qualification Format including all required certifications and licenses.
- Adequate security and access control. Access control should include a locked compound or area inaccessible to all outside contractor's staffing. Adequate security shall be deemed, at a minimum, as a locked enclosure subject to 24 hours a day, 7 days a week visual monitoring. Taped surveillance cameras may be used in lieu of other security measures. Written access logs shall be kept recording the access of all personnel to secure areas.
- Adequate communication to maintain 24-hour on-call service and on-scene evaluation.
- Access to permitted hazardous waste storage facility when storage greater than 10 days is needed.

5. Health and Safety Program

- A. Contractor shall provide a safe and healthful work environment as required by California Labor Code, Sections 6400 through 6410.

EXHIBIT E
Standard Agreement

B. Contractor shall continue its health and safety program as required by and in compliance with Title 8, California Code of Regulations, and 29 CFR 1910.120, 1910.1200 and 29 CFR 1.34 (b).

- 1) Firms health and safety policies and responsibilities.
- 2) Key personnel and their health and safety responsibilities [29 CFR 1910.120 (b) (ii) (A)].
- 3) Employee responsibilities [29 CFR 1910.120 (b)(ii)(A)].
- 4) Personal protective equipment program [29 CFR 1910.120 (b) (ii) (A)].
- 5) Respiratory protection program [29 CFR 134 (b)].
- 6) Medical surveillance program [29 CFR 1910.120 (f)].
- 7) Exposure monitoring program [29 CFR 1910.120 (h)].
- 8) Training program [29 CFR 1910.1200].
- 9) Record keeping and documentation of program elements.
- 10) Hazardous communication program and hearing conservation program [29 CFR 1910.95 (C)].

6. Training Requirements

Contractor shall provide training as required by 8 CCR, Sections 3202 and 5192 and by 29 CFR, Part 1910.120, and in accordance with the contractor's health and safety program to all response personnel. Work is anticipated to be within lane closures. Employees shall be trained in Manual of Traffic Controls for Construction and Maintenance Work Zones as required by Section 21400-21401 of the California Vehicle Code. Contractor shall provide documentation to the State that all response personnel have received all such training and that all response supervisors and above have received training in hazardous materials first responder operations, appropriate supervisory training and Hazwoper and Hazwoper Refresher training.

7. Hazardous Material

Hazardous Material is defined as follows in Health and Safety Code §22501(o): "Hazardous Material" means any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment. "Hazardous Materials" include, but are not limited to, hazardous substances, hazardous waste, and any material which a handler or the administering agency has a reasonable basis for believing that it would be injurious to the health and safety of persons or harmful to the environment if released into the workplace or the environment.

SUBCONTRACTING PROVISIONS/LIST

ADM-1511(12/88)

Agreement No. 56a0108	Sheet of
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NAME	PLACE OF BUSINESS	DESCRIPTION OF PORTION OF WORK WHICH WILL BE DONE BY EACH SUBCONTRACTOR*
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*If none, bidder to write “**NONE**” in this space.

Attachment 8

CALTRANS LABOR COMPLIANCE STATEWIDE PERSONNEL PHONE ROSTER

March 4, 2004				
<u>DISTRICT</u>	<u>LABOR COMPLIANCE OFFICER</u>	<u>ATSS/CALNET TELEPHONE</u>	<u>PUBLIC TELEPHONE</u>	<u>FAX</u>
North Region	Dapo Okupe-Mgr		(530) 822-4320	(530) 822-4324
	<u>Angela Shell</u>		(530) 822-4314	
	<u>Linda Emmett</u>		(530) 822-4313	
	<u>Mari Latus</u>		(530) 822-5345	
	<u>Gregg Milani</u>		(530) 822-4430	
4 Oakland	Glenn Streiff-Mgr	8-542-5693	Cell (510) 867-6026	(510) 622-0824
			(925) 942-6056	(925) 926-6148
	<u>Bakari Akil</u>		Cell (510) 377-4116	or (925) 942-6032
			(415) 703-3324	
	<u>Fulvio Cajina</u>		Cell (510) 224-6575	(415) 703-3308
			(510) 286-5178	
	<u>Billie Chandler</u>	8-541-5178	Cell (510) 867-6025	(510) 622-8885
			(707) 576-2404	
	<u>Kevin Fong</u>		Cell (510) 719-9466	(707) 576-2596
			(510) 622-5113	
	<u>Shari Gaffaney</u>		Cell (510) 377-4091	(510) 622-5165
			(510) 231-7148	
	<u>Elaine Henderson</u>		Cell (510) 377-4117	(510) 231-7110
			(408) 254-5707	
	<u>Judy Latimore</u>		Cell (510) 719-9639	(408) 254-5822
			(510) 231-7181	
	<u>Emma Rolling</u>		Cell (510) 377-4115	(510) 231-7110
			(925) 957-2052	
	<u>John Thomas</u>		Cell (510) 376-8276	(925) 957-2112
Central Region	Pam Gentleman-Mgr		(559) 243-8678	(559) 243-8660
	<u>Camillo J. Prandini</u>		(559) 243-8667	(559) 243-8700
	<u>Eddie Marvin</u>		(559) 243-8674	
	<u>Mike Mendoza</u>		(559) 243-8684	
	<u>Annette Rodriguez</u>		(559) 243-8663	
	<u>Ralph (R.J.) Saucedo</u>		(559) 243-8693	
7 - LA	Sam Tzou-Mgr	8-647-9240	(213) 897-9240	(213) 897-0073
	<u>Frank Martinez</u>	8-647-0600	(213) 897-0600	8-647-0601
	<u>Sabrina Farrar</u>	8-647-2682	(213) 897-2682	
	<u>Aurelia Yu</u>	8-647-0582	(213) 897-0582	
8 - SB	Siong Yap-Mgr		(909) 383-4629	(909) 383-6727
			(909) 383-7542	
	<u>Ramon Carlos</u>		Cell (909) 538-5214	(909) 383-6727
	<u>Barbara Amyx</u>	8-670-7572	(909) 383-7572	
	<u>Robin Ringl</u>	8-670-7572	(909) 383-7572	

Attachment 8

<u>DISTRICT</u>	<u>LABOR COMPLIANCE OFFICER</u>	<u>ATSS/CALNET TELEPHONE</u>	<u>PUBLIC TELEPHONE</u>	<u>FAX</u>
11-SD	Christine Valle-Mgr	8-688-6897	(619) 688-6897	(619) 688-6856
	Adela Frambach	8-688-6952	(619) 688-6952	
	Frances Castillo	8-688-6970	(619) 688-6970	
	Sherrie Ford	8-688-6958	(619) 688-6958	
	Barbara Balch (local agncy)		(858) 616-6525	(858) 616-6532
12 - Irvine	Krystal Merkwan-Mgr	8-655-2159	(949) 724-2159	(949) 724-2519
	Harleen Kaur	8-655-2246	(949) 724-2246	(949) 724-2141
	Rommel Manalo	8-655-4904	(949) 756-4904	
	Hana Pham	8-655-4903	(949) 756-4903	
	Erika Espinosa		On rotation	
	D'Anza Williams		On rotation	

<u>HQ</u>	<u>LABOR COMPLIANCE</u>	<u>ATSS/CALNET TELEPHONE</u>	<u>PUBLIC TELEPHONE</u>	<u>FAX</u>
Employment Practices	Kelly Mayfield-Mgr	8-464-6909	(916) 654-6909	8-464-5990
	Terry Littleton	8-425-8400	(559) 243-8400	(559) 244-2853
	Maria DeFilippo	8-464-4681	(916) 654-4681	8-464-5735
	LuAnne Pinedo	8-425-8402	(559) 243-8402	(559) 244-2853
	DBE/Subcontracting			
	David Avalos	8-464-2704	(916) 654-2704	8-464-5735

ATTACHMENT 9**(Reference Attachment 6, Proposed Form of Agreement,
Exhibit B, Section 17, Invoice Requirements)**

Invitation For Bid
IFB Number 56a0108
Page 1 of 1

Bill To	DISTRICT HAZMAT MANAGER:			CONTRACT #
	DEPARTMENT OF TRANSPORTATION (MS # _____)			
	STREET:			INVOICE #:
	CITY:	STATE: CA	ZIP:	INVOICE DATE:
SPILL LOCATION	COUNTY:			INCIDENT DATE:
	ROUTE:			IMMS SERVICE REQUEST #
	POSTMILE(S):			

SCOPE OF WORK: Overturn truck- load & diesel spill

LABOR

Date	Title	Name	Hour Description	Unit	Hours Worked	Rate	Total
3/12/2004	Proj. Sup	Debra C.	Reg	Hourly	8	\$ 10.00	\$ 80.00
3/12/2004	Tech	James R.	Reg	Hourly	8	\$ 10.00	\$ 80.00
3/12/2004	Tech	James R.	OT	Hourly	3	\$ 13.33	\$ 39.99
SUBTOTAL							\$ 199.99

CALL OUT

Date	Dispatch Time	Arrival Time	Departure Time	Total
3/12/2004	0850	1010	2010	\$ 100.00
SUBTOTAL				\$ 100.00

EQUIPMENT

Date	Description	Serial #	Use Description	Unit	Operated	Rate	Total
3/12/2004	ER Van	c2345		Daily	1	\$ 82.00	\$ 82.00
3/12/2004	ER Van	c2346	mob/demob			\$ 30.00	\$ 30.00
3/12/2004	Loader	Ct55567		Hourly	4	\$ 120.00	\$ 480.00
3/12/2004	Loader	Ct55568	mob/demob			\$ 200.00	\$ 200.00
SUBTOTAL							\$ 792.00

MATERIAL & LAB ANALYSIS

Date	Description	Unit	Quantity	Rate	Total
3/12/2004	Absorbent 20 lbs.	each	5	\$ 12.50	\$ 62.50
3/12/2004	Chem 17 TTLC	each	2	\$ 85.00	\$ 170.00
3/12/2004	Level B	each	2	\$ 56.00	\$ 112.00
SUBTOTAL					\$ 344.50

TRANSPORTATION

Date	Description	Unit	Quantity	Rate	Total
3/12/2004	4 DRUMS	1 TO 5	1	\$ 300.00	\$ 300.00
3/12/2004	15.5 CuYd Debris	20 YD	2	\$ 560.00	\$ 1,120.00
SUBTOTAL					\$1,420.00

DISPOSAL

Date	Manifest #	Tsdf Name	Waste Description	Unit	Hazard/Waste Code	Quantity	Rate	Total
3/20/2004	2205381	Chem Waste	Acid	55 gal	8/xxx	3	\$ 52.00	\$ 156.00
	2205381	Chem Waste	Acid	15 gal	8/xxx	1	\$ 25.00	\$ 25.00
3/20/2004		CrosbyOverton	Soil/diesel	Cu Yd	Other/222	15.5	\$ 160.00	\$ 2,480.00
SUBTOTAL								\$2,661.00

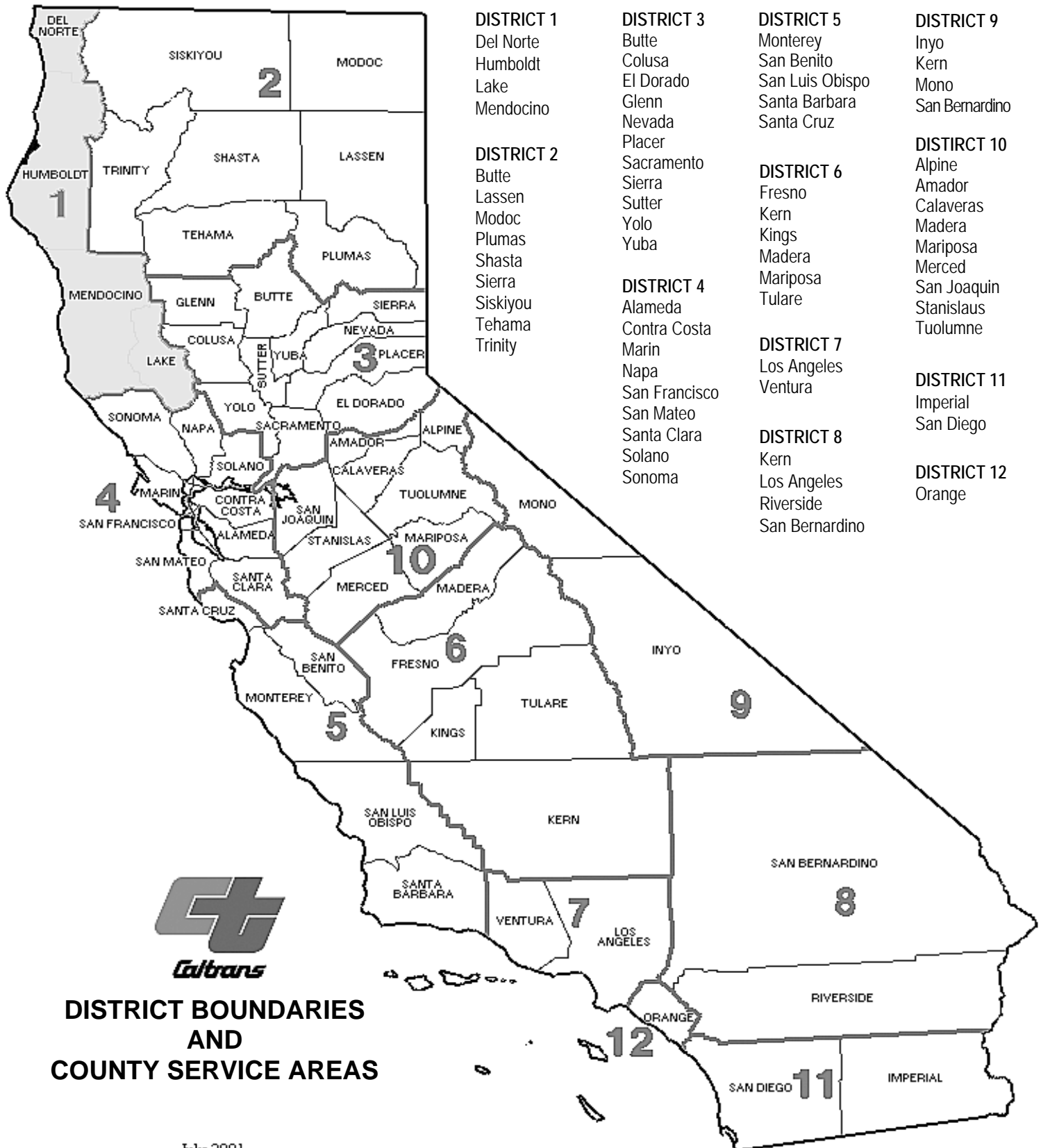
MISCELLANEOUS

Date	Description	Name	Invoice #	Unit	Quantity	Rate	Total
3/12/2004	rental- jetter	Hertz	222254	each	1	\$ 300.00	\$ 300.00
SUBTOTAL							\$ 300.00

TOTAL \$5,817.49

Attachment 10

STATE OF CALIFORNIA Department of Transportation



July 2001